



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION  
 2590 EXECUTIVE CENTER CIRCLE EAST  
 TALLAHASSEE, FL 32301  
 (850) 488-6551 TELEPHONE

REQUEST FOR PROPOSAL: FWC 19/20-20  
 TITLE: AERIAL HERBICIDE AND PASSENGER SERVICES REBID

**RESPONDENT ACKNOWLEDGEMENT FORM**

Purpose: The intent of this RFP is to obtain competitive responses for **aerial services required to plan, apply, and monitor vegetation management activities to control wetland and terrestrial nuisance and non-native invasive plants on applicable land within the State of Florida**, per the specifications contained herein. Only responsive and responsible Respondents will be considered for award of this RFP.

Responsive: To be responsive, a response must constitute a definite, firm, unqualified and unconditional offer to meet all 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 response rejection for non-responsiveness.

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

Responsible 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 respondent. The Commission reserves the right to use any information, whether supplied through the respondent's submission or otherwise obtained, in determining responsibility.

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

Name of Business: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_ Contractor's License Number: \_\_\_\_\_

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

Authorized Signature (Manual): \_\_\_\_\_

Authorized Signature Name (Typed) and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION**



**FWC 19/20-20**

**REQUEST FOR PROPOSAL – CALENDAR OF EVENTS**

<b>SCHEDULE</b>	<b>DUE DATE</b>	<b>METHOD</b>
<b>RFP Advertised</b>	October 11, 2019	<b>Posted on the Vendor Bid System (VBS):</b> <a href="http://vbs.dms.state.fl.us/vbs/mainmenu">http://vbs.dms.state.fl.us/vbs/mainmenu</a>
<b>Deadline for Questions</b>	Must be received <b>PRIOR</b> to: October 18, 2019 <b>@ 5:00 PM ET</b>	See Deadline for Questions Clause
<b>Anticipated date for Responses to Written Questions</b>	October 23, 2019	<b>Posted on the Vendor Bid System (VBS):</b> <a href="http://vbs.dms.state.fl.us/vbs/mainmenu">http://vbs.dms.state.fl.us/vbs/mainmenu</a>
<b>SEALED RESPONSE DUE</b>  (REMEMBER: RFP number should be clearly marked on envelope)	Must be received <b>PRIOR</b> to: November 1, 2019 <b>@ 10:30 AM ET</b>	<b>Submit BEFORE the due date and time to the following address:</b>  Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
<b>Public Response Opening</b>	November 1, 2019 <b>@ 10:30 AM ET</b>	
<b>Evaluation Period</b>	From November 14, 2019 to December 5, 2019	Florida Fish & Wildlife Conservation Commission
<b>Anticipated Date of Intended Award</b>	December 11, 2019	<b>Posted on the Vendor Bid System (VBS):</b> <a href="http://vbs.dms.state.fl.us/vbs/mainmenu">http://vbs.dms.state.fl.us/vbs/mainmenu</a>

### GENERAL CONDITIONS

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

A Respondent submitting a response shall be registered in the MyFloridaMarketPlace (MFMP) system and, where required, the Sunbiz system prior to the RFP opening. Business entities which must be on file with Sunbiz include the following foreign and domestic entities: Corporations for and not for profit, Limited Liability Companies (LLC), Limited Partnerships (LP) including Limited Liability Limited Partnerships (LLLP), and organizations doing business under a fictitious name (DBA). A Respondent may not be considered for an award, if not registered in the MFMP and Sunbiz system. The Respondent's registration address and federal employer identification (FEID) number should match the Respondent's address and FEID number listed on the **Respondent Acknowledgment form (page 1)**.

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

Response from Respondent shall include all necessary equipment to complete the job. The Respondent is required to supply all specified documentation when submitting a response for this project.

**Please note:**

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

### TERMS AND CONDITIONS

PUR 1000 and PUR1001 are hereby incorporated by reference. PUR1000 and PUR1001 can be found at the Department of Management Services website at the following link:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms)

The following terms and conditions take precedence over the PUR1001 and PUR1000 forms where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a Respondent or Contractor, including any appearing in documents attached as part of a Respondent's response. In signing and submitting its response, a Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

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

## **TERM**

The contract will be effective five years upon issuance of the first Purchase Order.

If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The Contract Manager and the Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

## **RENEWAL**

The Commission has the option to renew this Contract on a yearly basis for a period up to five (5) years after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(1)(a)2., and 287.057(1)(a)3., Florida Statutes, each Contractor shall supply a price for each year that a contract may be renewed. Evaluation of responses shall include consideration of the total cost of the contract, including the total cost for each renewal year, as submitted by the Contractor.

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

## **SCOPE CHANGES AFTER CONTRACT EXECUTION**

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

## **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.

## **DEADLINE FOR QUESTIONS**

Any questions from Respondents 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 2)**. Questions may be sent via email with the solicitation number in the subject line. It is the responsibility of the Respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System ([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: Alisha Morgan, Procurement Manager  
2590 Executive Center Circle East  
Tallahassee, Florida 32301  
[alisha.morgan@myfwc.com](mailto:alisha.morgan@myfwc.com)

### **LIMITATION ON RESPONDENT CONTACT DURING SOLICITATION PERIOD**

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

### **RESPONDENT SPECIFICATION INQUIRIES**

If the specifications of this Request for Proposal (RFP) could restrict potential Respondent competition, the Respondent has 72 hours within which to request to the Commission that the specification(s) be changed. The Contract Administrator must receive the written request within 72 hours after the posting date of the RFP.

Requested changes to the Commission's specifications shall include the Respondent's concerns regarding restricting competition, provide detailed justification, and provide recommended changes to the specification(s). A Respondent's failure to request changes by the prescribed date and time shall be considered to constitute the Respondent's acceptance of the Commission's specifications.

The Commission shall determine what change(s) to the RFP is acceptable to the Commission. If accepted, the Commission shall issue an addendum reflecting the change(s) to the RFP, which shall be posted to the Vendor Bid Advertisement System ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)).

It is up to the Respondent to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. Response packet information may also be requested from the Commission's Purchasing Section by calling (850) 488-6551. Please have solicitation number and Respondent information available when requesting any information.

### **RESPONSE OPENING LOCATION**

The public opening of this RFP will be conducted at the date and time specified in the **Calendar of Events (Page 2)**, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office** 2590 Executive Center Circle East, Tallahassee, Florida, 32301. **RESPONSES RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL BE REJECTED.**

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

### **MAILING INSTRUCTIONS**

The Contractor shall submit one (1) original and three (3) separate electronic copies (on flash drive) of their response in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, 2590 Executive Center Circle East, Suite 100, Tallahassee, Florida 32301. **The envelope shall be plainly marked on the outside with: SOLICITATION NUMBER, DATE AND TIME OF THE RESPONSE OPENING.**

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

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

**MANDATORY RESPONSIVENESS REQUIREMENTS FOR RESPONSE SUBMISSION**

ALL SUBMISSIONS MUST BE TYPED AND LEDGABLE. Response submission should be organized as follows:

**TAB A. Respondent Acknowledgment Form (Mandatory), page 1**

The Respondent shall complete and submit the Respondent Acknowledgment Form (page 1) in its entirety and return the form as part of the RFP response or the response shall be deemed non-responsive.

**TAB B. References (Mandatory) – Attachment B**

The Respondent shall complete and submit the References form enclosed herein, to provide a minimum of four (4) references for projects completed during the last five years. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein. It shall be completed in its entirety and returned as part of the RFP response, or the response shall be deemed non-responsive.

**TAB C. Experience (Mandatory) – Attachment C**

The Respondent shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Respondent experience in the herbicidal treatment of plant species since July 2013, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be deemed non-responsive.

**TAB D. Technical Response Table (Mandatory) – Attachment D**

The Respondent shall complete and submit the Technical Response Table form. It shall be completed in its entirety and returned as part of the RFP response or the response shall be deemed non-responsive.

**TAB E. Vendor Portfolio (Mandatory)**

The Respondent shall submit the **Pilot List (Attachment E)** and the **Aircraft List (Attachment F)**. All requested and required copies of original certifications and documentation from the Federal Aviation Administration (FAA) and the Department of Agriculture and Consumer Services (DACs) must be legible and valid and shall be submitted or the response shall be deemed non-responsive. The following documentation shall be included:

1. Certifications, Registrations and Licenses

a. Pilots – For each pilot, the Respondent must provide the Commission copies of pilot certifications and licenses including but not limited to the following:

i. DACS certificate.

- ii. FAA pilot certificate 133, 135, and 137 as it applies per the Scope of Work (SOW).
  - b. Aircrafts – For each aircraft, the Respondent must provide copies of documentation including but not limited to the following:
    - i. FAA DO85 documentation
    - ii. FAA 133, 135, and/or 137 certification(s) as it applies per the SOW.
    - iii. FAA Special Airworthiness Certificate (must be onboard the helicopter at all times) provided by the FAA.
  - c. The Vendor must provide their current and active business FAA 133, 135 and 137 certifications (must be onboard the helicopter at all times).
- 2. FAA Attestation Form (Attachment G)
- 3. Insurance Requirements

The Respondent will provide a copy of the following insurance documents, which meet the below requirements. The Commission will accept the Acord Form or similar insurance forms.

  - a. A minimum of \$300,000.00 in general liability insurance.
  - b. A minimum of \$10 million dollars in aircraft liability insurance. Aircraft policy must confirm that insured is insured to carry passengers and perform aerial application of chemicals.
  - c. A minimum of \$2 million dollars in comprehensive chemical insurance.
  - d. A minimum of \$2 million dollars in environment liability insurance.

**TAB F. Cost Sheet (Mandatory) – Attachment H**

**ECONOMY OF PRESENTATION**

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

**RESPONDENT ACKNOWLEDGMENT**

For this response to be considered responsive, the **Respondent Acknowledgement Form (page 1)** must be completed in its entirety, signed by the Respondent and returned as part of the response. Otherwise the response will be deemed non-responsive. By affixing your signature to the Respondent Acknowledgement Form, the Respondent hereby states that the Respondent has read all response specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Respondent will provide the Commission under these response specifications

## **SELECTION AND EVALUATION OF RESPONSES**

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

Scores will be averaged for all evaluation committee members and ranked by the highest to lowest average score.

## **GENERAL EVALUATION CRITERIA**

**General criteria include:**

1. The Commission reserves the right to accept or reject any or all responses received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be initially submitted as outlined in the [Mandatory Responsiveness Requirements for Response Submission](#) and [Economy of Presentation](#) sections.
2. Non-responsive responses shall include, but are not limited to, those that:
  - a. are irregular or are not in conformance with the requirements and instructions contained herein;
  - b. fail to utilize or complete prescribed forms; or
  - c. have improper or undated signatures.
3. The Commission may waive minor irregularities in the responses received that are merely a matter of form and not substance, and the corrections of which ARE NOT PREJUDICIAL to other respondents.

**A NON-RESPONSIVE RESPONSE WILL NOT BE CONSIDERED.**

## **EVALUATION SCORING FACTORS**

**Scoring criteria include:**

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

<b>EVALUATION FACTOR</b>	<b>MAXIMUM POINTS AVAILABLE</b>
<b>Experience</b>	100
<b>Technical Response Table</b>	110
<b>Cost</b>	90
<b>TOTAL:</b>	300

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

1. Experience (100 points)  
Experience evaluated based upon experience with projects, engagements and technical areas.



2. Technical Response (110 points)

Responses will be evaluated based on respondent's understanding of the question, their practical experience and ability to effectively communicate.

3. Cost Sheet (90 points)

Cost Sheet will be evaluated based upon review of documents requested.

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

**Formula for Cost Factor:**

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

A = Lowest total proposed cost (including renewals)

N = Proposed cost for Respondent under review

B = Number of maximum points awarded for lowest response

C = Score awarded to next lowest cost

**NOTE:** Each evaluator independently chooses the score based on their own judgment. Failure of the Respondent to provide any of the information required in their RFP response should result in a score of zero (0) for that element of the evaluation. Respondents scoring below 175 will not be considered for award.

**FWC CONTRACT MANAGER**

The FWC employee identified as the Contract Manager shall perform the following on behalf of the FWC:

- review, verify, and approve receipt of services/deliverables from the Contractor;
- submit requests for change orders/amendments/renewals, if applicable;
- review, verify, and approve invoices from the Contractor; and, if applicable, complete the Certificate of Contract Completion form; and
- maintain an official record of all correspondence between the Commission and the Contractor and forward the original correspondence to the Tallahassee Procurement Manager for the official file.

**VERBAL INSTRUCTION PROCEDURE**

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

**ADDENDUMS**

If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Respondent questions during the solicitation period, an addendum shall be posted on the Vendor Bid System website. **Each Respondent is responsible for monitoring the Vendor Bid System website ([http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu)) for new or changing information relative to this procurement.** The Commission bears no responsibility for any delays, or resulting impacts, associated with a Respondent's failure to obtain the information made available through the Vendor Bid System.

## **REFERENCES**

Each prospective Respondent shall provide a minimum of four (4) references for similar projects completed. Current contact names and phone numbers shall be included with the solicitation package. See attached **reference form** for more detail.

## **POSTING OF RESPONSE TABULATION**

Response Tabulation, with recommended award, will be posted electronically as Agency Decisions on the Department of Management Services Vendor Bid System as a Public Notice. The Agency Decision may be viewed at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu), and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

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

## **CONTRACT**

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

## **NOTICE TO PROCEED**

The awarded Respondent shall not initiate work under this contract until the required Insurance documentation have been received by the Commission. The Contractor may begin work once it has received an official written Notice to Proceed from the Contract Manager.

## **DELIVERABLES**

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

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

## **LIQUIDATED DAMAGES**

If the Contractor fails to complete the work or the conditions of the Purchase Order and/or Change Orders by the completion date, the Commission shall have the right to deduct liquidated damages from any amount due and payable to the Contractor. Liquidated damages shall be assessed in the amount of **\$500.00** per calendar day of delay. Exceptions to this provision may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Contract Manager.

## **PERMITTING**

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

## **SUBCONTRACTS**

Subcontracting **IS NOT** permitted pursuant to the Terms and Conditions of the Purchase Order.

## **AUTHORIZED COMPENSATION**

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

## **ADDITIONAL LEGAL REQUIREMENT**

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

## **USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS**

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

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

## **CONFIDENTIALITY/PUBLIC RECORDS LAW**

Respondents are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records (e.g., section 119.07, F.S.). If a Respondent considers any portion of the documents, data or records submitted in their Response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as "Confidential." The Respondent shall also provide the Commission with a separate PDF redacted copy of its Response and briefly describe in writing the grounds and specific legal citations for claiming exemption from public records law. This redacted copy shall contain the Commission's solicitation name, number and the Respondent's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy should only

redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to public disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority. If after the notice of intended decision or thirty (30) days after response opening, whichever is earlier, the Commission receives a public record request related to the solicitation, the Commission will provide the Redacted Copy to the requestor. If the Respondent fails to properly indicate any material enclosed in their Response is confidential, the Commission is authorized to produce documents, data or records in their entirety as submitted to the Commission in answer to a public records request. The Commission will endeavor to provide notice to the Respondent of all public records requests received related to documents provided by the Respondent that were marked pursuant to this paragraph. In no event shall the Respondent hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

**SCOPE OF WORK**  
**AERIAL HERBICIDE AND PASSENGER SERVICES REBID**

**PURPOSE**

The Florida Fish and Wildlife Conservation Commission is the state's lead agency charged with managing invasive non-native and nuisance aquatic plants on approximately 1.3 million acres of submerged land throughout the state. The Commission also allocates funds to manage wetland and terrestrial (upland) nuisance and non-native invasive plants on approximately 11.5 million acres of public conservation lands across the state. To meet management objectives, various aerial services are required to plan, apply, and monitor vegetation management activities. Application services provided by helicopter include applying both liquid and dry (pellet or granular) herbicide formulations.

**1. PROJECT OVERVIEW**

- 1.1. While different aerial services are required throughout the year, some management activities may be more prevalent at different times, and often with short time frames to complete these activities.
  - 1.1.1. For example, aerial herbicide applications to control submersed aquatic plants may be required in several water bodies during February through April, while emergent plant control is most prevalent during September/October.
  - 1.1.2. Submersed aquatic plant management activities may require liquid and dry herbicide formulations to be applied simultaneously across thousands of acres within a one-day period to achieve prescribed uniform herbicide concentrations throughout the treatment zones.
  - 1.1.3. Windows of opportunity may dictate that herbicides are applied on a large scale in several sites many miles apart during the same week.
- 1.2. The estimated acreages to be controlled are between 10,000 and 14,000 per year but may range as high as 20,000 acres if unforeseen problems develop. The Commission reserves the right to increase the control acreage as needed to maintain desired levels of vegetation.
- 1.3. In order to ensure that the Commission accomplishes management objectives, each Respondent must have four aircrafts available for aerial application and transportation services as described below.

**2. SERVICES**

All services shall be performed in accordance with Commission, State, and Federal standards and guidelines for each site.

**2.1. Service 1: Aerial Herbicide Application**

- 2.1.1. The Commission intends to augment its vegetation management programs with aerial application technology for the control of invasive and nuisance vegetation within the boundaries of the State of Florida. The Respondent must be able to apply both liquid and dry formulations of herbicides as well as provide precise spot herbicide application techniques.

- 2.1.2. Vegetation to be managed consists of native, non-native, and invasive plants in aquatic, wetland, and terrestrial environments. The Commission will designate specific areas and numbers of acres to be treated depending on weather conditions, growth stage of target vegetation, and other variables. When treating vegetation, the Contractor will be required to use an on-board computer guidance system, with the same or equivalent capabilities as the AG-NAV system which has moving map display and ability to store 250 areas (each area to have up to 50 “corners”) in memory. The Contractor will be required to submit the .shp file via email to the Commission’s Site and Contract Managers prior to submitting an invoice through the Commission’s Plant Management Authorization and Reporting System (PMARS) or other database specified by the Commission.
- 2.1.3. The Contractor shall have the ability to identify target plant(s) within native plant communities and effectively achieve 95% control of targeted floating, wetland, and terrestrial vegetation. The signed PMARS Report of Operations shall be submitted with the populated invoice to the Commission’s Contract Manager. The Contractor will submit the invoice also in PMARS
- 2.1.4. Pre-application inspection and coordination with a Commission representative shall be included in the per-acre application price.
- 2.1.5. Herbicides may be furnished by the Commission. The Commission shall determine use rates; however, the Commission will consider alternative products or use rates suggested by the Contractor. Any mixing of the materials shall be the responsibility of the Contractor with monitoring by Commission personnel. The Contractor shall have the right to examine the spray materials.
- 2.1.6. The Commission may require the Contractor to purchase herbicides or spray adjuvants. The Contractor will be reimbursed by the Commission upon receipt of the herbicide or adjuvant invoice as part of the itemized invoice for the application. Individual Purchase Orders will state whether herbicide and adjuvants will be provided by the Contractor or the Commission.
- 2.1.7. Liquid herbicide formulations will be delivered to the control site staging area, or to a location recommended by the Contractor and approved in advance by the Commission, in container sizes ranging from 1-300 gallons. Liquid formulation herbicides delivered to sites other than the staging area (for example, the Contractor’s place of business) shall be loaded into the Contractor’s batch truck prior to the application and transported to the application site on the Contractor’s batch truck.
- 2.1.8. Granular herbicides will be delivered to the application site staging area, or to a location recommended by the Contractor and approved in advance by the Commission, packaged in 15–40-pound pails or bags, or in 400–1,000-pound sacks, by the herbicide distributor. The Contractor is responsible for providing a boom truck for dispensing into a 1,000-pound capacity hopper provided by the Contractor.
- 2.1.9. Large-scale hydrilla and other submersed aquatic plant control applications often require herbicide to be applied to designated plots within a specific time frame in order to achieve or sustain prescribed herbicide concentrations. The Contractor shall have adequate resources available to expeditiously apply herbicide to treatment plots. There may be times when it is necessary to use two or more helicopters to apply a treatment. For example, a control project may require simultaneously applying different herbicide compounds or formulations across several thousand acres to achieve prescribed herbicide concentrations in the water.

- 2.1.10. The Contractor must be able to monitor wind speed and any other parameters required by the Commission, DACS, Florida Department of Environmental Protection (DEP), and the U.S. Environmental Protection Agency (EPA) at the time of application. New regulations implemented during the contract period may require other parameters to be monitored.
- 2.1.11. The Contractor is expected to be able to apply all herbicides needed to control plants in the Commission's aquatic and upland plant management programs. During the contract period, new herbicide compounds or formulations may become available. It is the Contractor's responsibility to adapt to these changing conditions and expertly apply new herbicides and associated management strategies.
- 2.1.12. The Commission continues to test new herbicide formulations and application rates. The Contractor shall have the capability to mix and treat five-acre or smaller plots at various concentrations as well as provide different nozzle configurations and treatment techniques.
- 2.1.13. A Commission representative will be present at all application events to ensure acceptable performance.
- 2.1.14. All mixing operations and transfers of solutions will be monitored by means of flow meters. The quantities of materials applied shall be recorded in the Commission's PMARS database or other reporting system approved in advance by the Commission.
- 2.1.15. The Contractor shall provide the Commission with AG-NAV (or equivalent technology) data after completing each herbicide application.
- 2.1.16. The Contractor will maintain spray records in compliance with DACS and DEP standards for a minimum of five years as required by National Pollution Discharge Elimination System (NPDES).
- 2.1.17. Spot Spraying Application:
- a. Targeted herbicide application may be needed on some sites. Spot application allows treatment of small populations of target plants surrounded by desired vegetation. This strategy is used to control small patches of plants or plants in remote sites where terrain is difficult to navigate by ground applicators. Plants likely to be treated by this method include Melaleuca and Lygodium. Due to the high expected flight time with a low number of target control acres, this work cost will be calculated on an hourly basis.
  - b. The Contractor shall be capable of spot spraying target plant populations with minimum collateral damage to surrounding native plant communities.

## **2.2. Service 2: Aerial Transport**

- 2.2.1. The Contractor shall be capable of providing helicopter chartering services for up to four (4) passengers during aerial reconnaissance flights. The Contractor must be able to fly the aircraft at a sustained altitude of 500 feet, or below, at moderate to low speeds along designated transects. The Contractor shall have the ability to accurately navigate along designated transects or within designated quadrants using an on-board GPS system. The Contractor's aircraft shall have side cockpit and cabin windows suitable for observing, photographing, and

mapping vegetation and other land features. The Contractor's aircraft shall also have the capacity to provide electrical power to two laptop computers during reconnaissance flights.

2.2.2. The Commission intends to charter helicopter services on a per hour basis for the transportation of passengers, crews and supplies. The purpose of these services is for interagency field inspection, vegetation monitoring, and data collection. Work performance will consist of transporting passengers.

2.2.3. The helicopter will be used to survey treatment areas and collect GPS point-of-infestation to provide to the ground crews performing treatment of exotics. Additionally, aerial transports of interagency representatives for weed inspections are needed for population monitoring, data collection, photography, and program oversight.

2.2.4. Passengers will be available for pick up by the Contractor at a location close to work or inspection sites. Pickup and drop off points will be designated by the Commission after input from the Contractor regarding suitability of proposed pickup and take-off sites.

2.2.5. Interagency member flight is defined as any employee member of the contracting agency (Commission, other state agency, or eligible users) who is requiring services as stated in 2.2.2.

### **2.3. Operating Services**

2.3.1. Four (4) helicopters at minimum must have the ability to operate under FAA 133, 135 and 137 certificates per project or survey.

2.3.2. Additional helicopters shall have the capabilities to operate under FAA 133, 135 and/or 137.

2.3.3. Four (4) pilots at minimum must have the ability to operate under FAA 133, 135, and 137 on any given project or survey.

2.3.4. Additional pilots shall have the capabilities to operate under FAA 133, 135 and/or 137.

2.3.5. Only pilots listed on the **Pilot List (Attachment E)** will be eligible for work on projects utilizing this solicitation.

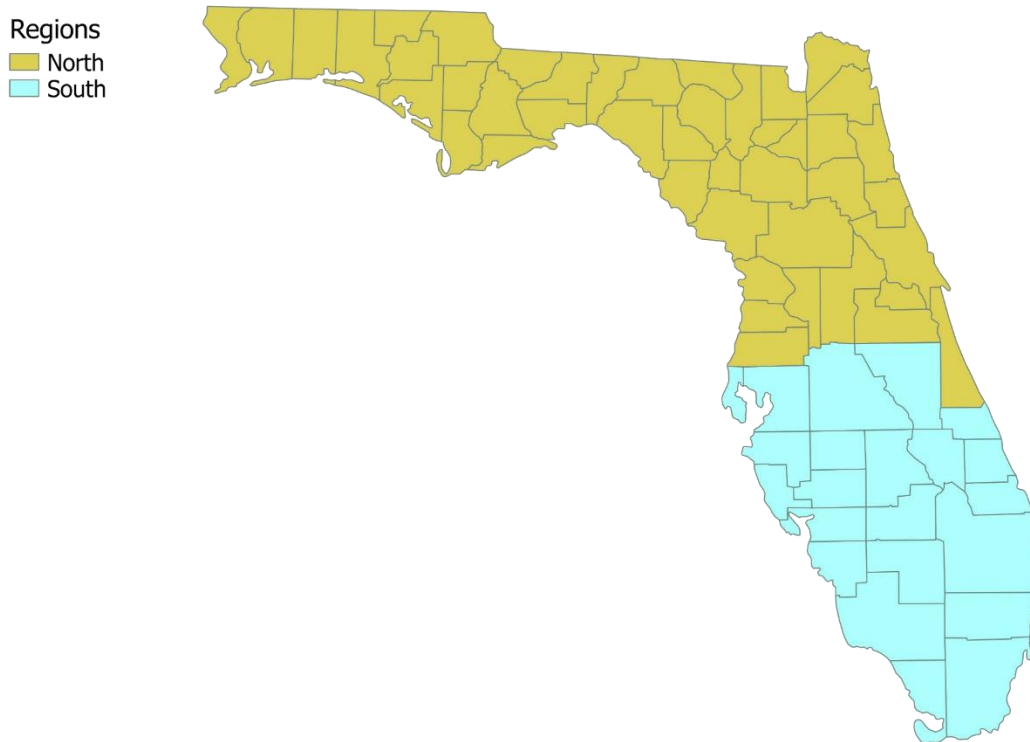
2.3.6. Additional pilots may be added after award with written review and approval from the Contract Manager before commencing any work. Legible copies of valid original certificates/licenses must be submitted to the Contract Manager in order to obtain pre-approval.

2.3.7. All certificates and other documentation required to perform services under this RFP must be kept up to date with the Commission.



### 3. REGIONS

#### *A. Map of the North and South region boundaries.*



3.1. The Commission intends to contract with a Primary and Secondary Contractor for herbicide application in the designated North and South regions.

3.1.1. The north region includes Pasco, Sumter, Lake, Orange, Brevard, and all counties northward.

3.1.2. The south region includes Pinellas, Hillsborough, Polk, Osceola, Indian River, and all counties south.

3.2. When a project arises, the Commission will determine the region to contact.

### 4. ISSUING WORK TO THE PRIMARY & SECONDARY CONTRACTORS

4.1. The Commission's Project Manager shall notify the Primary Contractor, by email, when it is determined that aquatic plant management services are needed. The Commission will submit a **Request for Quote (RFQ) (Attachment J)** to the Primary Contractor. Any deviation to the original RFQ must be approved in advanced by the FWC Contract Manager or designated Project Manager.

4.2. The Primary Contractor must reply via email with a typed and legible RFQ to the requestor within one working day (24 hours) to verify that the Primary Contractor will be able to commence operations within ten (10) working days from the approved RFQ.

4.2.1. If the Primary Contractor does not respond within one working day, or if the Primary Contractor is unable to commence operations within ten (10) days after receipt of the RFQ by the FWC Contract Manager or designated Project Manager, the Commission will contact the Secondary Contractor.

- 4.2.2. The Secondary Contractor must reply via email with a typed legible RFQ to the requestor within one working day (24 hours) to verify that the Secondary Contractor will be able to commence operations within ten (10) working days from the approved RFQ.
- 4.2.3. If the Secondary Contractor is unable to commence operations with ten (10) working days from the RFQ unless approved by the Commission or does not respond within the 24-hour period from receiving the email, the Commission will reevaluate the RFQ specifications.
- 4.3. If the Commission decides to send a new RFQ, the Commission will contact the Primary Contractor and the process will start over.
- 4.4. When either the Primary or Secondary Contractor accept the Commission's project, the Commission's Contract Manager or designated Project Manager shall create a project specific Purchase Order or authorize the project on a blanket Purchase Order.
- 4.5. After the issuance of a Purchase Order, the Commission's Contract Manager or designated Project Manager shall notify the awarded Contractor by email when work shall commence.
- 4.6. The Contractor may not begin work until authorized by the Commission's Contract Manager or designated project manager via email.
- 4.7. The Commission reserves the right to require a shorter period for Contractor availability in emergency or urgent situations. For example, this RFP will aid in controlling large rafts of floating plants blocking navigation or flood control structures or drifting toward bridges.
- 4.8. The Commission reserves the right to request, any or all aircraft maintenance records on any aircraft used by the Contractor(s) in performance of the services requested herein. Also, the Commission reserves the right to request, at any given time, flights logs and active pilot roster.

## **5. WORK HOURS**

- 5.1. All work shall be conducted Monday through Friday, unless approved in advance by the Commission's Project Manager.
- 5.2. The Contractor shall be prepared to commence management operations at or before 8:00 A.M. in order to maximize effective work time.

ATTACHMENT A

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION

PURCHASE ORDER TERMS & CONDITIONS

Last Updated: July 24, 2018

**Section 1. PURCHASE ORDER.**

**A. Composition and Priority.**

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

**B. Initial Term.**

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

**Section 2. PERFORMANCE.**

**A. Performance Standards.**

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

**B. Performance Deficiency.**

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

**C. Contractor Responsibilities.**

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

other proof of qualification. All employees, subcontractors, or agents performing work under the Purchase Order must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve the Contractor of its obligation to perform all work in compliance with the Purchase Order. The Commission may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

#### **D. Assignment.**

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

#### **E. Damages to State Property.**

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

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

#### **F. Quarterly Minority and Service-Disabled Veteran Business Enterprise Report.**

The 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 Department of Management Services, Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488-6551 will assist with questions and answers.

#### **G. Independent Contractor.**

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

#### **H. Commission Rights to Undertake or Award Supplemental Contracts.**

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

### **Section 3. PAYMENT AND FEES.**

#### **A. Payment.**

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

#### **B. Invoicing.**

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

#### **C. Invoices, Continued.**

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

- The invoice number
- The date of the invoice
- "Bill To" information, including address
- The vendor's name and payment remittance address
- The purchase order number
- The Contractor's Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
- Date(s) of service (beginning date – ending date)
- Invoices for commodities must provide a clear description of the item(s), number of units and cost per unit. Numerical code descriptions alone will not be accepted.
- Invoices for services must provide a clear description of the specific deliverables that must be provided and accepted prior to payment.
- Invoices for fixed unit rate agreements must show the number of units and cost per unit.
- Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period (e.g. quarterly, monthly, etc.) must identify the deliverables provided.
- Invoices must be supported by a flight log for services performed and must include but is not limited to Hobbs time (starting and ending time) and locations of services performed (water bodies and counties).
- For the FWC, a complete signed Report of Operations will be required for back up documentation.

#### **D. Payment Timeframe.**

Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless applicable solicitation specifications or this Purchase Order specify otherwise.

With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved a separate interest penalty as described in Section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar (\$1.00) will not be paid unless the Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

#### **E. MyFloridaMarketPlace Fees.**

The following language is included pursuant to rule 60A-1.031, F.A.C.:

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to Subsection 287.057(22), F.S. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law. Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

#### **F. Annual Appropriation.**

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

#### **G. Travel.**

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

#### **H. Automated Clearing House (ACH)**

To make transaction fee payments, contractors can register for debit ACH at [https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/myfloridamarketplace/mfmp\\_vendors/vendor\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/myfloridamarketplace/mfmp_vendors/vendor_forms) and download the ACH form. Complete the ACH form and submit it electronically (per the instructions on the form) to the Department of Management Services to process. Note: Registering for ACH can take up to fourteen (14) days.

#### **I. Electronic Funds Transfer (EFT)**

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

to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

**J. Return or Recoupment of Funds – Overpayments to Contractor.**

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

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

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

**L. Florida Emergency Supplier Network (FESN).**

Suppliers of products and services needed by government during hurricanes and other emergencies are invited to join a Florida Emergency Supplier Network (FESN). 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. FESN applications and contracts may be obtained at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/florida\\_emergency\\_networks/](https://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_networks/)

**Section 4. LIABILITY.**

**A. Reasonably Associated Insurance.**

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

## **B. Workers Compensation.**

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

## **C. General Liability Insurance.**

By execution of this Purchase Order, unless the 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, the Contractor shall provide reasonable and adequate commercial general liability insurance coverage and hold such liability insurance at all times during the term of the Purchase Order. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

## **D. Insurance Required for Performance.**

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

## **E. Written Verification of Insurance.**

Upon execution of this Purchase Order, the 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 execution date of the Purchase Order, the Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, the Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Copies are acceptable and may be faxed to (850) 922-8060.

## **F. Commission Not Responsible for Insurance Deductible.**

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

## **G. Indemnification, Generally.**

If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If the Contractor is not a state agency or subdivision as defined above, then to the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits,



judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Purchase Order, as well as for any determination arising out of or related to the Purchase Order, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Commission.

#### **H. Professional Services.**

If this is a Professional Services Purchase Order as defined in Section 725.08, F.S., then notwithstanding the provisions of Section 725.06, F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Purchase Order.

#### **I. Sovereign Immunity.**

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

### **Section 5. COMPLIANCE WITH FLORIDA LAWS.**

#### **A. Familiarity and Compliance with Laws, Generally.**

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

#### **B. 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 Purchase Order.

#### **C. Discriminatory Vendor List.**

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

#### **D. Convicted Vendor List.**

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the Department of Management Services' (DMS) convicted vendor list following a conviction for a Public Entity Crime may not be awarded or perform work as a contractor, supplier, subcontractor or

consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if the Contractor or any of its affiliates are on the convicted vendors list maintained by DMS pursuant to Subsection 287.133(3)(d), F.S. The Contractor must notify DMS and the Commission, in writing, within thirty (30) days after conviction of a Public Entity Crime applicable to the Contractor or an affiliate of the Contractor as defined in Section 287.133, F.S.

#### **E. Scrutinized Companies List.**

The Contractor hereby certifies that it is not a scrutinized company as identified in Section 287.135, F.S. In addition, the Contractor agrees to observe the requirements of Section 287.135, F.S., for the term of this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification; or if the Contractor is placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

#### **F. Lobbying.**

In accordance with Sections 11.062 and 216.347, F.S., the Purchase Order funds are not for the purpose of lobbying the Legislature, the judicial branch, or an agency. Pursuant to Subsection 287.058(6), F.S., the Purchase Order does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Purchase Order, after the Purchase Order's execution and during the Purchase Order's term.

#### **G. Gratuities.**

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

#### **H. Public Records.**

- i. All records in conjunction with this Purchase Order shall be public records and shall be treated in the same manner as other public records are under Chapter 119, F.S.
- ii. This Purchase Order may be unilaterally 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, F.S., and made or received by the Contractor in conjunction with this Purchase Order, unless exemption for such records is allowable under Florida law.
- iii. If the Contractor meets the definition of "Contractor" in Subsection 119.0701(1)(a), F.S., the Contractor agrees to do the following as required under Florida law:
  - a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 488-6553, [RecordsCustodian@myfwc.com](mailto:RecordsCustodian@myfwc.com), and 620 South Meridian Street, Tallahassee FL 32399.**

- b. Keep and maintain public records required by the Commission to perform the service.
- c. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- d. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Contractor does not transfer the records to the Commission.
- e. Upon completion of the Purchase Order, transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the Purchase Order, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Purchase Order, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

#### **I. Communications and Confidentiality.**

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Purchase Order or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Commission's Contract Manager or the Commission's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Commission's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

#### **J. Intellectual Property.**

- i. **Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. If the Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Contractor. If the Contractor is not a state agency or subdivision as defined above, the Contractor shall indemnify and hold harmless the Commission and its employees from any liability, including costs, expenses, and attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by the Contractor.

- ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Purchase Order for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.
- iii. **Commission Intellectual Property Rights.** Where activities supported by this Purchase Order produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Purchase Order is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

#### **K. Real Property.**

If this Purchase Order is for the purchase or improvement of real property and supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided in the Scope of Work. Title to state-owned real property remains vested in the state.

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

#### **L. Non-Expendable Property.**

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

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

#### **M. Cooperation with Inspector General.**

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

Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

#### **N. Employment Eligibility Verification.**

- i. **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 the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- ii. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States 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 <https://www.e-verify.gov>.
- iii. **Enrollment in E-Verify.** If the 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 Purchase Order.
- iv. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- v. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement.

#### **O. RESPECT.**

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER

BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

**P. PRIDE.**

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

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the products it offers is available at <http://www.prideenterprises.org>.

**Q. Recycled Products.**

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

**R. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.**

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

**S. Eligibility and Licensure.**

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

## **Section 6. COMPLIANCE WITH FEDERAL LAWS.**

### **A. Federal Compliance, Generally.**

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

- a. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. §§ 7401-7671), and the Water Pollution Control Act (33 U.S.C. §§ 1251-1387, as amended).
- b. **Lacey Act, 16 U.S.C. §§ 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- c. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. §§ 1801-1884.** This Act governs marine fisheries in Federal waters.
- d. **Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.
- e. **Endangered Species Act, 16 U.S.C. § 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

### **B. Debarment and Suspension Contractor Federal Certification.**

If this Purchase Order relies on federal funds, in accordance with Federal Executive Order 12549 and 2 C.F.R. Part 1400 regarding, Debarment and Suspension, the Contractor certifies 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.

### **C. Drug Free Workplace.**

If this Purchase Order relies on federal funds, pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the Contractor will provide a drug-free workplace compliant with 41 U.S.C. § 81.

### **D. Prohibition against Lobbying.**

If this Purchase Order relies on federal funds, the Contractor certifies that no Federal appropriated funds have been or will be paid, 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. The Contractor also certifies that it has not engaged any registrant under the Lobbying Disclosure Act of

1995 who has made lobbying contacts on behalf of the Contractor with respect to this Purchase Order and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Purchase Order and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Purchase Order, immediately provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Purchase Order, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission's Contract Manager. If any nonfederal funds are used for lobbying activities as described above in connection with this Purchase Order, 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.

## **Section 7. SUBCONTRACTS.**

### **A. Subcontractors and Liability.**

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

### **B. Subcontractors as Independent Contractors.**

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

### **C. Contractor Payments to Subcontractor.**

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

## **Section 8. TERMINATION AND OTHER REMEDIES.**

### **A. Financial Consequences.**

In accordance with Subsection 287.058(1)(h), F.S., the Scope of Work contains clearly defined deliverables. If the 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 the Contractor's payment. The Commission shall apply any of these additional financial consequences:

- a. Temporarily withhold payments pending correction of the deficiency by the Contractor
- b. Reduction of payment if correction of deficiency is not made by the Contractor.
- c. Disallow all or part of the cost of the activity or action not in compliance.
- d. Request refund of previously disbursed payments.
- e. Wholly or partly suspend or terminate this agreement.
- f. Withhold future awards for the FWC projects.
- g. Take other remedies that may be legally available.

Further financial consequences may be identified in the Scope of Work.

#### **B. Commission Unilateral Termination.**

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

#### **C. Termination – Fraud or Willful Misconduct.**

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

#### **D. Termination – Funds Unavailability.**

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

#### **E. Prohibition of Unauthorized Aliens.**

In accordance with Executive Order 96-236, signed August 1, 1996, by the Governor of Florida, the Commission shall consider the employment by the Contractor of unauthorized aliens a violation of Subsection 274A(e) of the federal Immigration and Nationalization Act. Such violation shall be cause for unilateral termination of this Purchase Order if the Contractor knowingly employs unauthorized aliens.

#### **F. Termination – Other.**

The Commission may terminate this Purchase Order if the Contractor fails to:

1. comply with all terms and conditions of this Purchase Order;
2. produce each deliverable within the time specified by the Purchase Order or extension;
3. maintain adequate progress, thus endangering the performance of the Purchase Order; or,

4. abide by any statutory, regulatory, or licensing requirement

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 Purchase Order. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

**G. Contractor Discontinuation of Activities Upon Termination Notice.**

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

**Section 9. RECORD-KEEPING REQUIREMENTS.**

**A. Contractor Responsibilities for Record-Keeping.**

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

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

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

**C. Contractor Records Retention.**

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

**D. Contractor Responsibility to Include Records Requirements – Subcontractors.**

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

**E. Compliance with Federal Funding Accountability and Transparency.**

Any federal funds awarded under this Purchase Order must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: [www.USASpending.gov](http://www.USASpending.gov). Grant recipients awarded a new Federal grant

greater than or equal to \$25,000.00 are subject to the FFATA. The Contractor agrees to provide the information necessary, over the life of this Purchase Order, for the Commission to comply with this requirement.

## **Section 10. MISCELLANEOUS.**

### **A. Governing Law, Severability and Venue.**

This Purchase Order 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 Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Purchase Order 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 Purchase Order. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

### **B. Waiver.**

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

### **C. Modification.**

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

### **D. Time is of the Essence.**

Time is of the essence with regard to each and every obligation of the Contractor. Each such obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

### **E. Entire Agreement.**

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

### **F. Force Majeure**

Neither Party shall be liable to the other for any delay or failure to perform under this Purchase Order if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other

similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available.

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

In the case of any delay, the Contractor believes is excusable under this paragraph, the Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (a) within ten (10) calendar days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result; or (b) within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy.

The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify the Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. The Contractor shall not be entitled to an increase in the Purchase Order price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever.

If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Purchase Order to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Purchase Order quantity; or (3) terminate the Purchase Order in whole or in part.

#### **G. Other Miscellaneous Provisions.**

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

**FWC 19/20-20**  
**ATTACHMENT B**

**REFERENCES**

On the following pages, the respondent must provide the required information for 4 separate and verifiable clients. ALL ATTACHMENT B SUBMISSIONS MUST BE TYPED AND LEGIBLE.

- Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered.
- Do not list projects completed for the Commission (see below).
- Do not list the same client for more than 1 reference.
  - **Example:** A respondent has completed one project for Landscape Shop in Tallahassee and one project for Landscape Shop in Jacksonville. Only one of the projects may be listed because the client (Landscape Shop) is the same.
- Do not include confidential clients.
- Clients that the respondent has provided having any affiliation with the respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as references under this solicitation.
- Also, clients that the respondent has listed as subcontractors in their response may not be used as references under this solicitation.
- Any additional references listed, over the required minimum of 4, will be considered in determining if the respondent has satisfied the reference requirements as set out herein.

If submitting a response as a joint venture, at least 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 4.

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

**Previous Business Name(s), if applicable:**

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

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**FWC 19/20-20**  
**ATTACHMENT C**  
**EXPERIENCE**

Information should include a chronological list (starting with most recent experience first) of Respondent’s experience (max of 20 projects) with vegetation management, a description of the services provided for each operation and duration of each project. Each project provided in full will receive 5 points, with a max total of 100 points. ALL SUBMISSIONS OF ATTACHMENT C MUST BE TYPED AND LEGIBLE.

	<b>List the name of each conservation land or public water body (e.g., “Jonathan Dickinson State Park”) where vegetation management work was completed in the past 3 years, excluding area repeats</b>	<b>List up to 3 Species/Treatment Method (e.g., lygodium/foliar)</b>	<b>Acres Traversed and Treated</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			

	List the name of each conservation land or public water body (e.g., “Jonathan Dickinson State Park”) where vegetation management work was completed in the past 3 years, excluding area repeats	List up to 3 Species/Treatment Method (e.g., lygodium/foliar)	Acres Traversed and Treated
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

\_\_\_\_\_

**CONTRACTOR NAME**

\_\_\_\_\_

**AUTHORIZED SIGNATURE**

FWC 19/20-20  
ATTACHMENT D

**TECHNICAL RESPONSE TABLE**

The Respondent shall provide narrative to explain the knowledge and ability to provide services as described in the RFP, at a minimum, in response to items in the table below. Respondent’s answers should be very specific and thorough. Describe how the requirement is met including whether a subcontractor or rental equipment was/is used.

**Each line item is worth up to 5 points.** If the response will not fit in the Response box provided, please write your answer on a numbered Vendor Response Page and write the page number in the column provided.

The Commission cannot provide a Word Version of this Table, please provide additional response on separate pages. ALL SUBMISSIONS OF ATTACHMENT D MUST BE TYPED AND LEGIBLE.

#	Category	Topic	Response	Page #
<b>Invasive Plant Expertise</b>				
1.01	Invasive Plant Expertise	Knowledge of and three years of substantial experience in field identification of invasive plants common to Florida.		
1.02	Invasive Plant Expertise	Knowledge of Florida's 2017 Exotic Pest Plant Council Category I and II lists and regional Early Detection Rapid Response species lists.		
1.03	Invasive Plant Expertise	Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas category.		

#	Category	Topic	Response	Page #
1.04	Invasive Plant Expertise	Knowledge and three years of substantial experience in using current control technologies of invasive plants of Florida. Provide workshops and trainings.		
1.05	Invasive Plant Expertise	Sound academic knowledge of ecological principles as they relate to vegetation management.		
1.06	Invasive Plant Expertise	Knowledge of resource management methods, biological processes and vegetation control techniques.		
1.07	Invasive Plant Expertise	Knowledge and three years of substantial experience with herbicide use in accordance with the EPA label.		
1.08	Invasive Plant Expertise	Knowledge and experience in identifying and working around threatened and endangered plants. How company handles vegetation management in sensitive areas.		
1.09	Invasive Plant Expertise	Ability to identify target from non-target plants "look-alike" native vegetation. Provide trainings and workshops taken or given to employees.		

#	Category	Topic	Response	Page #
<b>Field Operations</b>				
2.01	Field Operations	Ability to systematically treat predefined polygons using navigation techniques such as GPS aerial maps, AgNav etc.		
2.02	Field Operations	Ability to provide working communications to all field staff.		
2.03	Field Operations	Ability to work under adverse physical and weather conditions, including high humidity and temperatures; hostile terrain, and exposure to poisonous plants, stinging insects, and dangerous reptiles.		
2.04	Field Operations	Ability to operate and conduct field maintenance of aircrafts, vehicles and spray equipment.		
2.05	Field Operations	List your decontamination protocol. Describe your last decontamination event.		
2.06	Field Operations	Ability to dispose of all herbicide and adjuvant containers.		

#	Category	Topic	Response	Page #
<b>Ability to complete assigned projects</b>				
3.01	Ability to complete assigned projects	Years in business. Has your company ever been terminated from an FWC contract? If so, please explain.		
3.02	Ability to complete assigned projects	Capability to increase crew size/equipment number when working under tight timeframes or awarded multiple projects.		
3.03	Ability to complete assigned projects	How do you go about completing a project(s) based upon the equipment you own?		
3.04	Ability to complete assigned projects	If renting equipment or if your equipment fails, list your service providers, their locations, and your replacement/down time.		
3.05	Ability to complete assigned projects	What is your approach to treating 100% of a unit and achieving 95% control?		
3.06	Ability to complete assigned projects	How do you ensure the safety of your passengers?		

#	Category	Topic	Response	Page #
3.07	Ability to complete assigned projects	How do you ensure proper and preventative maintenance of all equipment?		

Contractor Name: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_



**FWC 19/20-20**  
**ATTACHMENT E**  
**PILOT LIST**

The Respondent shall provide the names of each pilot in the table below. Indicate the type of certification each pilot possesses based on their capabilities and submit a legible copy of all official certifications with your response. Submitting a completed Pilot List without the required additional certification copies shall deem the Respondent's response non-responsive.

Only pilots included on this list will be eligible for work conducted under this contract. Any pilot substitutions must be approved by the Contract Manager in writing prior to performing any work. After award, any additional pilots seeking to fly under this RFP must submit an email with legible copies of all required certifications to the Commission Contract Manager prior to desired project. No additional pilots may work under this contract without approval via email from the Commission. ALL SUBMISSIONS OF ATTACHMENT E MUST BE TYPED AND LEGIBLE.

Pilot Name (as listed on FAA-issued Pilot Certificate)	FAA Pilot Certificate	133 FAA Certification	135 FAA Certification	137 FAA Certification	DACS Certification
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pilot Name (as listed on FAA-issued Pilot Certificate)	FAA Pilot Certificate	133 FAA Certification	135 FAA Certification	137 FAA Certification	DACS Certification
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**FWC 19/20-20**  
**ATTACHMENT F**  
**AIRCRAFT LIST**

The Respondent shall identify each eligible aircraft in the table below. Indicate the type of certification each aircraft possesses and submit legible copies of all certifications and other required documentation with your response to be deemed responsive. ALL SUBMISSIONS OF ATTACHMENT F MUST BE TYPED AND LEGIBLE.

Aircraft Equipment Provide aircraft make, model, & identification number (commonly referred to as the "tail number")	Aircraft Registrations	133 FAA Certification	135 FAA Certification	137 FAA Certification	DO85	FAA Special Airworthiness Certificate
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Aircraft Equipment Provide aircraft make, model, & identification number (commonly referred to as the "tail number")	Aircraft Registrations	133 FAA Certification	135 FAA Certification	137 FAA Certification	DO85	FAA Special Airworthiness Certificate
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**FWC 19/20-20**  
**ATTACHMENT G**  
**FAA ATTESTATION FORM**

As per the FAA 133.35 Carriage of Persons

(a) No certificate holder may allow a person to be carried during rotorcraft external-load operations unless that person—

(3) Performs an essential function in connection with the external-load operation; or

(4) Is necessary to accomplish the work activity directly associated with that operation.

(b) The pilot in command shall ensure that all persons are briefed before takeoff on all pertinent procedures to be followed (including normal, abnormal, and emergency procedures) and equipment to be used during the external-load operation.

[Doc. No. 24550, 51 FR 40708, Nov. 7, 1986]

As per the FAA 137.41 Personnel

(a) Information. The holder of an agricultural aircraft operator certificate shall insure that each person used in the holder's agricultural aircraft operation is informed of that person's duties and responsibilities for the operation.

By signing this document, \_\_\_\_\_ (business name), agrees to accept and add an interagency employee as a part of their crew when the aircraft is operating under Certificate 133 or Certificate 137 under this bid.

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Date: \_\_\_\_\_

FWC 19/20-20  
ATTACHMENT H

COST SHEET

**CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY**

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

**ALL ITEMS SHALL BE INCLUDED IN PROPOSED PRICING OR THE RESPONSE WILL BE REJECTED. THIS RFP WILL BE AWARDED TO TWO (1 PRIMARY AND 1 SECONDARY) RESPONSIVE, RESPONSIBLE RESPONDENTS FOR EACH REGION. PURSUANT TO SECTIONS 287.057(1)(a)1 AND 287.057(1)(a)2., F.S., EACH CONTRACTOR SHALL SUPPLY A PRICE FOR EACH YEAR THAT A CONTRACT MAY BE RENEWED. ALL SUBMISSIONS OF ATTACHMENT H MUST BE TYPED AND LEGIBLE.**

**SERVICE 1: AERIAL APPLICATION SERVICES**

LIQUID AND GRANULAR AERIAL APPLICATION SERVICES			
RATE PER ACRE	INITIAL COST PER ACRE	RENEWAL YEARS 1-5 COST PER ACRE	TOTAL COST (SUM OF INITIAL TERM + RENEWAL YEARS)
Liquid ≤ 10 gallons per acre	\$ _____	\$ _____	\$ _____
Liquid > 10 gpa but ≤ 20 gallons per acre	\$ _____	\$ _____	\$ _____
Granular ≤ 50 pounds per acre	\$ _____	\$ _____	\$ _____
Granular > 50 pounds per acre	\$ _____	\$ _____	\$ _____
Interagency Member Flight	\$ _____	\$ _____	\$ _____
Spot Spraying (hourly)	\$ _____ per hour	\$ _____ per hour	\$ _____
Total Cost for All Years (add all Service 1 totals together)		\$ _____	
<i>Note: There shall be no charge for Pre- and Post-Treatment inspection flights (same day).</i>			

**SERVICE 2: AERIAL TRANSPORT SERVICES**

Price shall include all necessary items and services to complete the project.

<u>CARRYING CAPACITY</u>	INITIAL TERM PRICE PER HOUR <sup>1</sup>	RENEWAL YEARS 1-5 PRICE PER HOUR <sup>1</sup>	TOTAL COST (SUM OF INITIAL TERM + RENEWAL YEARS)
1-2 Passengers <sup>2</sup>	\$ _____	\$ _____	\$ _____
2-4 Passengers <sup>2</sup>	\$ _____	\$ _____	\$ _____
<b>Total Cost for Aerial Transport Services (add Service 2 totals together):</b>			\$ _____
<p><sup>1</sup> All expenses, including fuel, aircraft repairs, aircraft maintenance, all labor (including all maintenance and/or repair parts) and travel (or “dead head”) charges from point of origin directly to work site will be included in per-flight hour unit price.</p> <p style="text-align: center;"><sup>2</sup> Does not include pilot.</p>			

**TOTAL COST FOR ALL SERVICES (Service 1 Total + Service 2 Total):** \$ \_\_\_\_\_

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

Contractor: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

Signed: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Print Name: \_\_\_\_\_

Telephone: \_\_\_\_\_



**FWC 19/20-20**  
**ATTACHMENT I**

**EVALUATION SCORING PACKET**

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

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

Evaluator Name: \_\_\_\_\_ Respondent Name: \_\_\_\_\_

Category	Question #	Question	Point Value	Points Awarded
<b>Tab C: Experience</b>	1.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	2.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	3.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	4.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	5.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	6.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	7.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	

Category	Question #	Question	Point Value	Points Awarded
	8.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	9.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	10.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	11.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	12.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	13.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	14.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	15.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	16.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	17.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	18.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	

Category	Question #	Question	Point Value	Points Awarded
	19.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
	20.	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the scope of services requested by FWC?	0-5	
Tab C – Experience Subtotal:			<b>0-100</b>	
<b>Tab D: Technical Response Table</b>	1.01	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	1.02	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	1.03	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	1.04	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	1.05	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	1.06	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	1.07	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	1.08	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	1.09	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	2.01	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	2.02	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	

Category	Question #	Question	Point Value	Points Awarded
	2.03	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	2.04	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	2.05	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	2.06	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	3.01	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	3.02	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	3.03	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	3.04	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	3.05	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	3.06	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
	3.07	How well did the Respondent's statement exemplify their expertise regarding the question presented?	0-5	
<b>Tab D – Technical Response Table Subtotal:</b>			<b>0-110</b>	
<b>Evaluator's Total Score:</b>			<b>0-210</b>	

**EVALUATION CRITERIA: PURCHASING**

Procurement Manager's Name: \_\_\_\_\_

Respondent Name: \_\_\_\_\_

Category	Evaluation Item	Point Value	Points Awarded
<b>Tab F: Cost Sheet</b>	<b>Cost Sheet</b>	<b>0-90</b>	
	The evaluation of each Respondent's cost proposal will be conducted by the procurement manager based on the cost formula as described in the <a href="#">Evaluation Criteria section</a> .		
	<b>Evaluation Total Score: (Determined by Purchasing)</b>	<b>0-300</b>	

FWC 19/20-20  
**ATTACHMENT J**  
**SAMPLE RFQ FORM**

## FWC Request for Quote



Florida Fish and Wildlife  
 Conservation Commission  
 2590 Executive Center Circle  
 Suite 100  
 Tallahassee, FL 32301  
 (850) 488-6551

**TO:** Company Name \_\_\_\_\_ **Reply By:** \_\_\_\_\_

**PO Number:** \_\_\_\_\_

DATE OF FLIGHT	AERIAL TRANSPORT PASSENGERS	AERIAL APPLICATION TOTAL ACREAGE
_____	# OF PASSENGERS	# ACRES

Submit a quote for the following project specifications:

The fields below shall be completed by the vendor:

List reimbursement pricing for the following herbicide(s) and adjuvant(s):	Herbicide #1, 20 gals: \$ _____
--	---------------------------------

Hours of Service:	
TOTAL PRICE:	

Vendor Response Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_