



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

REQUEST FOR PROPOSAL: FWC 18/19-76
TITLE: EPHEMERAL WETLAND VEGETATION & ASSOCIATED ORGANIC SEDIMENTS
MANAGEMENT

ACKNOWLEDGEMENT FORM

Purpose: The intent of this RFP is to obtain competitive responses for **all aspects of ephemeral wetland vegetation and associated organic sediment management on public conservation land, or other 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 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: _____

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 18/19-76

REQUEST FOR PROPOSAL – CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
RFP Advertised	June 17, 2019	Posted on the Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/mainmenu
MANDATORY Pre-Proposal Conference	July 9, 2019 @ 10:00 AM CT	See Pre-Proposal Conference Clause
Deadline for Questions	Must be received PRIOR to: July 16, 2019 @ 5:00 PM ET	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	July 19, 2019	Posted on the Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/mainmenu
SEALED RESPONSE DUE (REMEMBER: RFP number should be clearly marked on envelope)	Must be received PRIOR to: July 26, 2019 @ 10:00 AM ET	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Public Response Opening	July 26, 2019 @ 10:00 AM ET	
Evaluation Period	From August 1, 2019 to August 15, 2019	Florida Fish & Wildlife Conservation Commission
Anticipated Date of Intended Award	August 21, 2019	Posted on the Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/mainmenu

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/documents_forms_references_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 **upon issuance of the initial Purchase Order to June 30, 2024**. The form of the contract will result in multiple Purchase Orders.

Each project shall be completed by the Contractor by the Completion Date stated on the purchase order. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The 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 three (3) years after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(1)(a)2., and 287.057(1)(a)3., Florida Statutes, each Contractor shall supply a price for each year that a contract may be renewed. Evaluation of responses shall include consideration of the total cost of the contract, including the total cost for each renewal year, as submitted by the Contractor.

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

MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT MEETING

A **mandatory** pre-proposal conference/Site Visit Meeting will be held at **Eglin Air Force Base, Jackson Guard – Conference Room, 107 Highway 85 N, Niceville, Florida 32578** on the date and time specified in the **Calendar of Events (Page 2)**. The purpose of the pre-proposal conference/Site Visit Meeting is to discuss the contents of this RFP and to accept verbal questions from Respondents concerning the project. **Respondents must attend this pre-proposal conference site meeting as a requirement of bid responsiveness. Failure to attend the entire conference meeting, from the time it is called to order to the time it is adjourned, shall disqualify a potential respondent.** The Commission will make a reasonable effort to answer verbal questions asked at the pre-proposal conference/Site Visit, however, Respondents should clearly understand that verbal discussions held at the pre-proposal conference/Site Visit shall not be binding on the Commission, and the Commission will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

DIRECTIONS TO INITIAL PRE-PROPOSAL CONFERENCE/SITE MEETING LOCATION:

From I-10, take exit 70 to FL-285 and head south on FL-285 for 17.6 miles. Take a right onto FL-20 W/E (John Sims Parkway) and follow for 0.7 miles. Turn right onto FL-85 N and follow for 0.2 miles. On the right-hand side, just passed the Quality Inn, is a driveway for Eglin AFB Natural Resources/Jackson Guard. Turn in and park in grass parking lot. The building closest to FL-85 N is the public entrance and will lead to the Conference Room.

NOTE:

- Vendors will be taken to view multiple example sites and must arrange appropriate transportation for themselves.
- The use of 4x4 vehicles is strongly recommended.
- Waterproof footwear is strongly recommended, as standing water may be present during the Site Visits.

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).

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Alisha Morgan, Procurement Manager
2590 Executive Center Circle, Suite 100
Tallahassee, Florida 32301
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, Suite 100, 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 four (4) 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, 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 EST**, 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

Response submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory)

The Respondent shall complete and submit the Respondent Acknowledgment form enclosed herein. By affixing your signature to the Respondent Acknowledgment form, the Respondent hereby states that the Respondent has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of

Florida, if required by State or Federal Law, for the services or commodities the proposer will provide the Commission under these RFP specifications. The Respondent Acknowledgment form shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected.

TAB B. References (Mandatory) — Attachment B

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

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, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected.

TAB D. Technical Response (Mandatory)

The Respondent shall complete and submit the Technical Response Table, Project Scenarios, and Equipment List, enclosed herein, which should include written narratives to the Respondent's knowledge and abilities in ephemeral wetland and associated organic sediment management expertise, field operations, and ability to complete assigned projects. The Technical Response Table, Project Scenarios, and Equipment List shall be completed in their entirety for each work type (Herbicide-Only and/or Mechanical Plus Herbicide) the Respondent wishes to submit and return as part of the RFP response or the response shall be rejected.

1. Technical Response Table – Respondents shall provide narratives illustrating their knowledge and abilities in the categories listed below for the Herbicide-Only Technical Response Table (Attachment D) and/or the Mechanical Plus Herbicide Technical Response Table (Attachment E).
 - a. Ephemeral wetland vegetation and associated organic sediment management
 - b. Field operations
 - c. Ability to complete assigned projects
2. Approach methodology to project scenarios – Respondents shall provide a treatment plan for each scenario, including but not limited to, treatment methodology, equipment list, and crew size/job descriptions.
 - a. Lite Mechanical Scenarios (Attachment F) – Respondents shall provide a treatment plan for each of the two (2) scenarios if submitting the Herbicide-Only Cost Sheet.
 - b. Heavy Mechanical Scenarios (Attachment G) – Respondents shall provide a treatment plan for each of the two (2) scenarios if submitting the Mechanical Treatment Plus Herbicide Cost Sheet.
3. Equipment List – Respondents are to provide a list of all owned equipment which may be of use on a project under this RFP, as well as rental equipment the Respondent has readily available, on the Herbicide-Only Equipment List (Attachment H) and/or the Mechanical Plus Herbicide Equipment List (Attachment I).

TAB E. Cost Sheet (Mandatory)

The Respondent shall complete and submit the cost sheet(s) that corresponds with their technical response. The Herbicide-Only Cost Sheet (Attachment J) and/or Mechanical Plus Herbicide Cost Sheet (Attachment K) shall be completed in its entirety and returned as part of the RFP response or the response shall be rejected.

TAB F. Addendum (if applicable)

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

In order for this response to be valid, it must be completed in its entirety, signed by the Respondent and returned, as part of the response or the response will be rejected. By affixing your signature to **page 1** of the response, 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 four Commission representatives with collective knowledge and experience related to the solicitation's program area will independently evaluated and score each response. An evaluation criteria sheet (Attachment L) will be used by the evaluation committee to assign scores to all evaluated responses designated as qualified.

Responses that include technical response tables, project scenarios, equipment lists and cost sheets for both work types (Herbicide-Only and Mechanical Plus Herbicides) shall require the corresponding evaluation criteria sheets to be completed for each in their entirety.

Scores will be averaged for all evaluation committee members and ranked by the highest to lowest average score for both herbicide-only and mechanical plus herbicide work types. Both the presence and quality of the response will be evaluated when determining point value. **Respondents must score at least 70 points per work type to be considered for award.**

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 in the most favorable manner.
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.

Scoring criteria include:

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

EVALUATION FACTOR	MAXIMUM POINTS AVAILABLE
Experience	30
Technical Response	60
Cost	10
TOTAL:	100

EVALUATION FACTORS:

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

1. Experience (30 points)
Respondent's previous vegetation management work on Conservation Lands and/or public waterbodies.
2. Technical Response (60 points)
 - a. Herbicide-Only and/or Mechanical Plus Herbicide Technical Response Tables (20 points total for each work type).
 - i. Ephemeral Wetland Vegetation Management Expertise (generally sections 1.1 – 1.8/1.9 in Response Tables).
 - ii. Field Operations (generally sections 2.1 – 2.5 in Response Tables).
 - iii. Ability to Complete Assigned Projects (generally sections 3.1 – 3.4 in Response Tables).
 - b. Responses to the Light Mechanical and/or Heavy Equipment Project Scenarios (20 points total for each work type).
 - c. Herbicide-Only and/or Mechanical Plus Herbicide Equipment List (20 points total for each work type).
3. Cost (10 points)
The evaluation of each respondent's cost proposal will be conducted based on the cost formula below. Cost is evaluated by FWC Purchasing.

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.

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) 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 three (3) 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, and will remain posted for a period of 72 hours.

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

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

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

CONTRACT

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

NOTICE TO PROCEED

The awarded Respondent shall not initiate work under this contract until the Performance Bond (if required in the RFQ SOW) and mandatory Insurance documentation have been received by the Commission unless otherwise specified by the Contract Manager. The Contractor may begin work once it has received an official written Notice to Proceed from the Contract Manager.

QUOTE BOND

At the sole discretion of the Commission a Quote (Bid) Bond may be required to be submitted by the Contractor with each individual project quote to ensure complete and accurate submissions. Quote Bond requirements will be stated in the SOW issued for each individual project. The Quote Bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, and a description of the project.

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 **\$100.00** 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 **both the Contractor and the Commission** as outlined in the Request for Quote (RFQ). A copy of all permits shall be available 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.

PERFORMANCE BOND

A Performance Bond may be required from the Contractor by the Commission for this project as indicated on the RFQ. Prior to commencing any work, and within ten (10) business days after issuance of a Purchase Order, the Contractor shall furnish a Performance Bond in the amount stated on the RFQ to ensure full and complete performance of the contract to the attention of the Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the Purchase Order assigned to the project by the Commission, and a description of the property being improved with a general description of the project. **Please note:** A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the Commission, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the Contractor.

In lieu of a Performance Bond, The Commission may prior approve an alternate form of security in the form of a Cashier's check, Official bank check or Money order in the amount of the bond. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

Work shall not begin before the Commission receives the Performance Bond. Failure to provide a Performance Bond may be grounds to find the Contractor in default, which could include; cancellation of the contract, and/or the Contractor's removal from the State's approved Contractor list for future solicitations.

OWNERSHIP OF DOCUMENTS, DATA, REPORTS, RESEARCH AND SURVEYS, ETC.

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

SUBCONTRACTS

Subcontracting **IS** permitted pursuant to the Terms and Conditions of the Purchase Order with prior approval from the Contract Manger.

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; see, for example, section 119.07 of the Florida Statutes. If a Respondent believes that its response contains information that is confidential or exempt from disclosure under Florida Law, the Respondent shall clearly segregate and mark that information (for example, stamp each page "Confidential" and place it in an envelope marked "Confidential") and briefly describe in writing the grounds and specific legal citations for claiming exemption from the public records law. If after the notice of intended decision or thirty (30) days after response opening, whichever is earlier, the Commission receives a public record request related to the solicitation, the Commission will provide copies of public records that are not exempt to the requester. The Commission will endeavor to provide notice to the Respondent of all public records requests received related to documents provided by the Respondent that were marked pursuant to this paragraph. In no event shall the Respondent hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of, information submitted in response to this solicitation.

SCOPE OF WORK

EPHEMERAL WETLAND VEGETATION & ASSOCIATED ORGANIC SEDIMENT MANAGEMENT

OBJECTIVE

The Florida Fish and Wildlife Conservation Commission is responsible for the management of ephemeral wetland habitats on Commission managed properties and assists in management on other public conservation lands, especially where imperiled species are present.

OVERVIEW

Herbicide and hand clearing of vegetation have been the primary tools used by the Commission for restoring ephemeral wetland habitat, beyond prescribed fire. This choice of methodology was due to the sensitive nature of the habitat and the imperiled species which are currently occupying these habitats. In occupied wetlands ground machinery can have detrimental effects on the hydrology, as well as harm or kill the sensitive species present. However, not all sites for future restoration are that sensitive or are presently occupied by imperiled species. In a case by case determination, certain projects may allow larger machinery for specific tasks. The use of machinery/mechanical methods will be at the sole discretion of the Project or Contract Manager and will be clearly stated as required equipment in each individual RFQ Scope of Work.

The majority of projects will include the application of herbicides. The methods of herbicide application include, but are not limited to, foliar spray, frill and girdle, hack & squirt, cut-stump, basal bark, and broadcast (liquid and granular). Type of application will be determined for each individual project by the Project Manager. Contractors will also be required to submit herbicide use [logs/weekly progress reports \(WPRs\)](#) for these activities (Figure 1). Contractors may be required to submit a Treatment Plan prior to the start of each project.

This work will be done in wetland environments. Contractors should anticipate dragging brush, by hand, out of wetlands and wading through water. Heavy equipment usage, if allowed, will take place during dry periods (i.e. no standing water) to lessen ground disturbance.

1. DEFINITIONS

- 1.1. **DHB** – Diameter breast height.
- 1.2. **GROUND CREW SUPERVISOR** – The licensed and certified applicator(s) assigned by the Contractor to be on-site at a specific project.
- 1.3. **HEAVY EQUIPMENT** – Heavy-duty vehicles capable of removing entire trees and associated organic sediment (ex. Excavator), pulling a rollerchopper or mower (ex. Tractor, Dozer), cutting down trees (ex. Feller-buncher), dragging debris (ex. Skidder), transporting debris (ex. Dump truck, tractor/trailer), mowing woody vegetation (ex. Bobcat with a cutting/mowing/mulching head), and debris disposal (ex. air curtain incinerator). Equipment is required to have a low ground pressure impact to minimize rutting, be tracked (i.e. no wheels) when necessary, and capable of working in natural areas with dense woody vegetation where the ground can become inundated with water.
- 1.4. **PROJECT MANAGER** – The Commission Manager or agency-designated staff assigned to oversee the individual project work site(s). Typically, the subject matter expert on ephemeral wetland vegetation management or a specific imperiled species for which habitat restoration is being conducted.

- 1.5. **REQUEST FOR QUOTES (RFQ)** – The Commission may use a Request for Quotes to select vendors for work performed under this Contract for individual projects; a secondary process with the purpose of inviting Contractors to provide quotes for a specific RFQ Scope of Work. An RFQ allows for competitive price quotes from the pool of Contractors, from which the best quote will be selected for each individual project. A quote must be submitted by a set date and time to be eligible for an award.
- 1.6. **RFQ SCOPE OF WORK (SOW)** – The specifications provided by the Contract Manager for each individual project. All work conducted by a Contractor shall be in accordance with the approved SOW. Discussion about the RFQ SOW may occur during an on-site pre-quote meeting, which may result in changes to the RFQ SOW. These changes are attached to and supersede the RFP SOW.
- 1.7. **PRE-QUOTE MEETING** – An on-site mandatory meeting where Contractors, Contract Manager, Project Manager, and other staff review and discuss the RFQ SOW. Contractors must arrive on or before the designated time and sign in before the meeting starts and sign out at the end of the meeting for their quote to be eligible for an award.
- 1.8. **WEEKLY PROGRESS REPORT (WPR)** – A form to be filled out by the Contractor and signed by the Contractor and Contract or Project Manager; for recording site information, supervisor pesticide certification number, work dates, supervisor and crew hours, target plant species and cover class, control method used, chemicals applied, heavy equipment used, and total acres traversed during a workweek.

2. PROJECT TYPES

- 2.1. **Herbicide application** (foliar, stump, basal bark, frill/gridle, hack & squirt). Ground crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, chainsaws, GPS units, machetes, weed eaters with cutting heads, herbicide, adjuvants, and herbicide application equipment. Herbicides and adjuvants must be aquatic approved/compatible when working in or near standing water. Cut vegetation must be disposed of or left (i.e. fell and leave) as stated in each project's RFQ SOW. If debris is to be removed, the debris must be removed from the work site by the Contractor's crew either to upland habitats above the ephemeral wetland ecotone edge or removed entirely from work area/public lands by dump truck or other equipment capable of hauling material offsite for proper disposal, as determined by the Contract/Project Manager. If disposal of vegetation is on site, the Project Manager will determine distance and/or pile location in the upland habitats above the ecotone edge on a project by project basis.
- 2.2. **Tree/shrub cutting** (by hand or machine), including, but not limited to, woody vegetation up to 6" DBH. Certain projects may require the removal of larger trees over 6" DBH, but this will be on a project by project basis determined by the Project or Contract Manager. Ground crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, chainsaws, GPS units, machetes, weed eaters with cutting heads, other cutting equipment (including heavy equipment (feller-buncher), if allowed) and herbicide application equipment (if required). Cut vegetation must be disposed of or left (i.e. fell and leave) as stated in each project's RFQ SOW. If debris is to be removed, the debris must be removed from the work site by the Contractor's crew either to upland habitats above the ephemeral wetland ecotone edge or removed entirely from work area/public lands by dump truck or other equipment capable of hauling material offsite for proper disposal, as determined by the Contract/Project Manager. If disposal of vegetation is on site, the Project Manager will determine distance and/or pile location in the upland habitats above the ecotone edge on a project by project basis.

- 2.3. **Whole plant removal** (trees and shrubs, including root balls/mats and associated organic sediments) up to 18" DBH (unless stated otherwise in the RFQ SOW), using heavy equipment. Ground crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, excavators (with buckets and with teeth and thumb option), skidders, and GPS units. Removed vegetation must be disposed of or left on site (i.e. fell and leave), as stated in each project's RFQ SOW. If debris is to be removed, the debris must be removed from the work site by the Contractor's crew either to upland habitats above the ephemeral wetland ecotone edge or removed entirely from work area/public lands by dump truck or other equipment capable of hauling material offsite for proper disposal, as determined by the Contract/Project Manager. If disposal of vegetation is on site, the Project Manager will determine distance and/or pile location in the upland habitats above the ecotone edge on a project by project basis.
- 2.4. **The disturbance or removal of organic material** (i.e. duff/peat) from the wetland basin, by hand, handheld, or heavy equipment. Removal may be down to mineral sediment or to a shallower depth. Crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, hand rakes/shovels, small manual tillers, tracked excavator-type machine (with bucket, and with teeth and thumb option), and GPS units. The specifics will be detailed in the project's RFQ SOW. All removed organic sediment will be removed from the work site by the Contractor's crew either to upland habitats above the ephemeral wetland ecotone edge or removed entirely from work area/public lands by dump truck or other equipment capable of hauling material offsite for proper disposal, as determined by the Contract/Project Manager. If disposal of vegetation is on site, the Project Manager will determine distance and/or pile location in the upland habitats above the ecotone edge on a project by project basis.
- 2.5. **Vegetation maintenance through mowing and rollerchopping.** Vegetation will be low mowed using tracked equipment with a cutting/mowing/mulching head. Vegetation will be rollerchopped with either single or multiple offset drums. Rollerchoppers will be pulled by either a dozer or tractor, as determined by the Contract/Project Manager. Crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, mowing equipment, dozers, tractors, rollerchoppers, and GPS units. The RFQ SOW will provide pertinent details, including amount of drum water, mow height, and/or depth of chop.
- 2.6. **Disposal of vegetation treated with an above-mentioned Project Type.** The RFQ SOW will provide details on required disposal. Possible disposal options include, but are not limited to:
- 2.6.1. **Fell and Leave** – Vegetation is treated in a manner described above and allowed to fall and be left in place. The RFQ SOW will provide details on equipment and felling requirements.
- 2.6.2. **Upland piles and/or scatter** – Vegetation is treated in a manner described above and removed from project area by hand or machine to a specified upland location near the project area to be either scattered or placed in piles. The RFQ SOW will provide details on which is allowed, and placement details including pile dimensions.
- 2.6.3. **Disposal elsewhere on the property** - Vegetation is treated in a manner described above and removed from project area to a specified upland location away from the project area to be either scattered or placed in piles. Vegetation may be transported whole or chipped. The RFQ SOW will provide details on where the disposal site is located, how the vegetation is to be transported, required equipment, and placement details including pile dimensions.

- 2.6.4. **Off-site disposal** - Vegetation is treated in a manner described above and removed from project area by hand or machine to an off-site upland location. The disposal location will be chosen/permitted by the Contractor, unless written otherwise in the individual project's RFQ. All disposal locations require FWC approval. The RFQ SOW will provide details on disposal responsibilities, required equipment and disposal landowner agreement requirements.
- 2.6.5. **On-site burying** - Vegetation is treated in a manner described above and removed from project area by hand or machine to a nearby upland location for burying. The RFQ SOW will provide details on burying location, required equipment and hole creation/covering responsibility/requirements.
- 2.6.6. **On-site incineration** (pile burning, above-ground incinerators, in-ground incinerators) - Vegetation is treated in a manner described above and removed from project area by hand or machine to a nearby upland location for incineration. The RFQ SOW will provide details on location, required equipment and any required site prep.
- 2.7. **Temporary equipment access to project sites via creation of temporary roads and/or ditch crossings.** Contractor will create temporary access for Contractor owned/rented equipment to project area(s), through consult with the Contract and Project Managers, and in accordance with any environmental permits acquired by either FWC or the Contractor. The RFQ SOW will provide details on where the access will occur, dimensions, additional equipment requirements, and site requirements (including road/crossing material components).
- 2.8. **Road stabilization.** Contractor will stabilize any dirt/clay/gravel access road prior to project commencement, during project, and/or at project completion to a standard, set by the Project Manager, where all required project equipment has access for the duration of the project and where the road is left in as good as or better condition at project completion. The RFQ SOW will provide details on access road location and conditions.

3. GENERAL INFORMATION

- 3.1. Projects will range in size and complexity. Projects may require the use of Contractors who can supply large numbers of crew (20+) and equipment, while other projects may require smaller crews and less equipment. A minimum number of workers required will be specified by the Project Manager and defined in the RFQ SOW.
- 3.2. Project Managers and Contractors may be required to adjust activities and timing around seasonal temperatures, imperiled species requirements, land management activities, and fluctuating water levels. Changing water levels may hinder site access or reduce the efficacy of herbicides. As such, some projects may require long-term crew commitment in the event work is postponed before completion.
- 3.3. Ground crews shall be transported by vehicles, including but not limited to trucks, ATV/UTVs, buggies, airboats, or boats. All transportation is the responsibility of the Contractor. Each ground crew shall consist of one supervisor. Ground crews shall be supplied with appropriate equipment including, but not limited to, personal protective equipment, chainsaws, GPS units, machetes, herbicide, adjuvants, heavy equipment, and spray equipment. Contractors shall follow all laws and regulations including, but not limited to, those set forth by the United States Environmental Protection Agency (EPA), United States Department of Defense (DOD), United States Forest Service (USFS), Florida Fish and Wildlife Conservation Commission (FWC), Florida Forest Service (FFS),

United States Fish and Wildlife Service (USFWS), Water Management Districts (WMD), Florida Department of Environmental Protection (DEP), and Florida Department of Agriculture and Consumer Services (FDACS). Contractors will comply with all applicable permits, and Contractor Ground Crew Supervisors are required to have all applicable FDACS pesticide certifications if herbicide application is required. Contractor Ground Crew Supervisors are required to follow all applicable FDACS and EPA Worker Protection Standards. Land managed by Federal agencies may require that every worker hold a certified pesticide applicator license (if applicable) and/or obtain special security clearance.

4. SCOPE/DELIVERABLES

4.1. **Project Management** – The Project and Contract Manager(s) shall manage each project. The Project Manager shall provide site direction and the Contract Manager will manage the administrative aspects of the project. Both the Project and Contract Managers will manage the compliance aspects of the project.

4.1.1. Prior to the submission of quotes for a specific project by Contractors, a mandatory on-site “pre-quote” meeting will be conducted with the Contract Manager, Project Manager and each invited Contractor or company representative to discuss details of the project to ensure that the Contractor clearly understands the Commission’s expectations and project specifications.

4.1.2. If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Contractor questions arising from the “pre-quote” meeting, an addendum will be provided by the Contract Manager after the pre-quote meeting via electronic mail and will thereafter become incorporated by reference into the SOW. Contractors shall not consider any verbal instructions as binding upon the Commission. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission. Any questions from Contractors that require an official Commission answer concerning the project shall be submitted in writing to the Contract Manager. Questions must be received no later than 48 hours (Monday through Friday, excluding weekends and holidays) following completion of the “pre-quote” meeting. Questions may be sent to the Contract Manager via e-mail.

4.1.3. The Contractor shall be responsible for the technical quality, staff coordination, and adherence to time schedules. The Contractor shall also assure the necessary coordination of each project, keeping deadlines in perspective.

4.2. **Deliverables** – As specified in each RFQ SOW; systematically traverse, locate, and treat 100% of the targeted material within the designated acres of the conservation land. The minimum percent (%) of target plants expected to be killed will be 50% for both titi species and 95% for all other target species, unless otherwise specified in the RFQ SOW.

5. CONTRACTOR QUALIFICATIONS

5.1. Capability to increase crew size/number as necessary when working under rigid timeframes or awarded multiple projects.

5.2. The Contractor must have a minimum of one Ground Crew Supervisor (Supervisor) that possesses the following qualifications:

- 5.2.1. Knowledge and at least one year of focused or continuous experience in field identification and current control technologies of plants common to Florida.
- 5.2.2. If herbicide use is required in the RFQ SOW, a current Florida Department of Agriculture and Consumer Services (FDACS) pesticide certification in both Natural Areas and Aquatics categories, and any other appropriate category depending on project locations and description. All Ground Crew Supervisors using herbicide shall maintain required certification in the above categories during the term of this Contract.
- 5.2.3. Sound academic knowledge of ecological principles as they relate to vegetation management, which includes, but is not limited to, understanding plant physiology to know when and how to treat vegetation in order to meet the required kill rate.
- 5.2.4. Current working knowledge of resource management methods, biological processes, and vegetation control techniques.
- 5.2.5. If herbicide use is required in the RFQ SOW, one year of focused or continuous experience with herbicide use in accordance with the EPA label. Must be able to follow all herbicide label requirements, and any site-specific herbicide requirements (i.e. NEPA).
- 5.2.6. Sound plant identification skills for both native and non-native plant species and experience working in habitats where threatened and endangered plants must be protected.
- 5.2.7. Experience working in natural areas and aquatic areas of Public Conservation Land, excluding rights-of-way.
- 5.2.8. Ability to traverse challenging terrain systematically by using navigation techniques such as GPS and aerial maps.
- 5.2.9. Skill in data collection and record keeping. Must be able to record herbicide use (if required) and species accurately.
- 5.2.10. Ability to work under adverse physical and weather conditions, including high humidity and temperatures, standing water, inclement weather, exposure to poisonous plants and venomous reptiles, biting insects, and in hostile terrain.
- 5.2.11. Ability to operate and conduct field maintenance of vehicles, herbicide application equipment, and heavy equipment, and to recognize and avoid hazards associated with operating such equipment.
- 5.2.12. Ability to communicate directly with field staff, Contract Manager, and Project Manager in English.
- 5.3. The Contractor must have no violations of Federal or Florida state laws or regulations related to pesticide use or plant control resolved by mediation, Consent Order, or fine within the previous two (2) calendar years from the date of project commencement.

6. RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but are not limited to:

6.1. Upon issuance of a Purchase Order, the Contractor shall:

6.1.1. Contact the Contract or Project Manager to discuss project operation within seven (7) working days and begin the discussion of an estimated work schedule.

6.1.2. Email both the Contract Manager and the Project Manager with:

- a. Crew Supervisor's contact information, including cell phone number.
- b. Contractor's contact information, including office phone number and an email address that will ensure a response from the Contractor within twenty-four (24) business hours.
- c. proof of Insurance and Worker's Comp.
- d. copies of any required FDACS licenses/certificates for the Contractor's designated certified Ground Crew Supervisor(s), applicators, and mixers on all herbicide application projects.
- e. Performance and/or Quote Bond, if either is required.
- f. Disposal information (landowner agreements, etc.), if required.
- g. Any additional permits, if required.

6.2. Upon issuance of a Notice to Proceed, the Contractor shall:

6.2.1. Initiate management operations at the specified project location within thirty (30) days, unless stated otherwise in the Notice to Proceed, RFQ SOW, Purchase Order, or other written correspondence from the Contract or Project Manager. If the Contractor fails to start work within the thirty (30) day time period, the Commission shall have the option to terminate the Purchase Order and assign to another contractor.

6.2.2. Notify the Project Manager via electronic mail seven (7) business days prior to entering the project site.

6.2.3. If herbicide use is required in the RFQ SOW, notify the FWC Project Manager of what herbicides (both chemical and trade name) and adjuvants (trade name) the Contractor plans to use on the projects so that the Project Manager can ensure those chemicals are approved for the project site and for aquatic use. A Treatment Plan may also be required.

6.3. The Contractor's Ground Crew Supervisor must be present when work on the site is underway. Any change in the documented Ground Crew Supervisor must be approved in advance by the Project and Contract Manager. The Ground Crew Supervisor shall communicate with the Contract and Project Manager in English.

6.4. Ground Crew Supervisors shall be responsible for: 1) coordinating with the Project Manager on a daily/weekly basis; 2) all control activities and safety on project sites; 3) assuring that all contract crews are knowledgeable of the project, project boundaries, and SOW requirements; and 4) assuring appropriate herbicide labels (if required), Material Safety Data Sheets (MSDS), permits, and a copy of the fully executed SOW/Purchase Order with maps are on site; 5) assuring every effort is made to avoid damage to native vegetation and wildlife by training workers on the identification of target plants and to avoid project-designated "sensitive" areas; 6) assuring that all decontamination protocols are adhered to.

- 6.5. Ground Crew Supervisors shall be responsible for the collection, recording, and timely submission of all data and reports required. At regular intervals determined by the Project or Contract Manager and at the completion of initial treatment and site reassessment, a complete report will be submitted to the Project and Contract Manager by electronic mail. This includes the completion of the preferred herbicide log, the [Weekly Progress Report](#) (Figure 1). It is the responsibility of the Contractor to submit complete and correct WPR(s) to the Commission. WPRs are to be completed at the end of each day and submitted at the end of each work week unless otherwise specified by the FWC Project Manager
- 6.6. Contractors may be allowed to use subcontractors on a project by project basis, but only after the Commission has evaluated the subcontractor. Subcontractors must be qualified pursuant to the terms of this RFP and subsequent RFQs for the portion of the project they are being considered to complete. The Contractor will be required to notify the Contract Manager and Project Manager of the intended employment of subcontractor(s) in writing and a determination at the sole discretion of the Contract Manager will be made upon review of the subcontractor's qualifications. The Contractor is responsible for the subcontractor's actions and the Contractor will receive default points (Table 1) if the subcontractor fails to meet specifications. If the subcontractor is another contractor on the RFP, both parties (Contractor and Subcontractor) will get points for not meeting specifications. Points are detailed below (Table 1).
- 6.7. The Project or Contract Manager shall require that GPS units be used to identify and document wetland locations and project area boundaries for each day worked. GPS tracks are used for monitoring treatment. Unless stated otherwise in the RFQ SOW, each crew member must carry a Garmin-type GPS (track setting should collect least often) or a smart phone with an application capable of recording GPX tracks. Submitting GPS tracks without conducting a treatment shall be grounds for default. The Contractor will save project tracks for each project and (if requested) email to the Project Manager or the Contract Manager. Retreatment tracks must be emailed to the Project and Contract Manager.
- 6.8. All equipment used shall be in good repair and operating condition, and shall comply with all federal, state, and local regulations/permits. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer. The Commission reserves the right to request replacement of equipment or personnel if deemed to be unsafe or operating in an unsafe manner.
- 6.9. All equipment, including but not limited to vehicles, trailers, ATV's, chippers, incinerators, and heavy equipment must be cleaned with a pressure washer to reduce the spread of exotic vegetation prior to arrival and initiating work activities on public lands. Decontamination protocols include spraying down all equipment surfaces including the undercarriage and tires to ensure that mud, sand, dirt, muck, vegetative debris, and other debris is not transported in from outside the project area. All hand-held equipment such as chain saws, loppers, etc. to be used for treatment activities must be wiped down and cleaned so that they are free of debris. If equipment is removed from the site to work elsewhere, it must be cleaned again before re-entry.
- 6.10. If herbicide use is required in the RFQ SOW, the Contractor will strictly adhere to all herbicide label application, precautionary, and safety statements, and shall be liable for damage due to an herbicide spill or contamination. The Contractor shall also properly dispose of all herbicide and adjuvant containers.

- 6.11. All required herbicides must be EPA/FDACS registered or have the appropriate Florida Special Local Needs (Section 24(c) FIFRA) registration and be labelled for aquatic use, unless otherwise stated in the RFQ SOW. ALL HERBICIDES SHALL BE USED IN ACCORDANCE WITH THE EPA LABEL or more restrictive individual site limits specified by the FWC Contract or Project Manager. Any more restrictive site limits will be clearly stated in the specific RFQ SOW. All adjuvants used must be approved for aquatic use/compatibility, unless otherwise stated in the RFQ SOW. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of herbicides.
- 6.12. Herbicides (if required in RFQ SOW) will be purchased by the Contractor.
- 6.13. While on the job site all herbicides and adjuvants (if required in the RFQ SOW) must be kept with the Ground Crew Supervisor and/or applicator at the treatment site or in a secured, ventilated, and locked truck, trailer, or shed as close to the treatment site as practicable at all times in accordance with Chapter 403.161, 403.413, 403.708 F.S. and Chapter 487.031 F.S. All products shall be stored in containers that are in good condition and sealed to prevent spills. All containers shall be inspected each work day for leaks, labeled to identify their contents and kept in a secure manner as to prevent the likelihood of leaks. The Contractor is responsible for keeping all empty containers in a secured ventilated and locked truck, trailer, or shed until they can be properly disposed of or recycled. The Contractor is also responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection and any other authorities. Herbicide mixing and refilling, as well as mixing and refueling of gas-powered equipment, will not be allowed within wetland, ecotone or upland habitat near worksites. Mixing and refilling may only be done near vehicles, access roads or along right-of-ways unless otherwise stated in the SOW or as determined by the Project or Contract Manager.
- 6.14. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product, or other hazardous material. The Contractor shall report any such incident to the Project and Contract Managers immediately.
- 6.15. The Contractor shall be responsible for monitoring wind speeds and take all precautions to reduce drift when applying herbicide (if required in the RFQ SOW). Wind speed regulation may apply due to herbicide label restrictions or Florida's Organo-Auxin Herbicide Rule 2015.
- 6.16. The Contractor shall be responsible for treatment of 100% of target vegetation identified in the RFQ SOW to prevent re-sprouting. A dead plant does not re-sprout from an original root/rhizome system. All parts of the plant must be dead or removed, not simply defoliated. In the event that the maximum amount of allowable herbicide is used on a given wetland before 100% of the target vegetation has been treated and treatments had been conducted according to the SOW and Project Manager's direction, the Contractor will not be held liable for the remainder of vegetation proposed for treatment. All control efforts shall be at least 95% effective for all hardwoods except both species of titi (50% for both species of titi) in preventing re-sprout of all target vegetation, unless specified otherwise in the RFQ SOW. If specified kill rate is not achieved for any area of the project after one to six months post treatment, one additional treatment, including herbicide and adjuvant costs, of the plant species listed in the project's RFQ SOW will be the responsibility of the Contractor at no cost to the Commission or contracting entities. The Commission's decision as to the overall effectiveness of the treatment is final. All non-compliance must be resolved within two months of notification unless otherwise directed or approved by the Commission. If non-compliance is delayed, the Contractor shall be responsible for new growth. Inspections and non-compliance notifications may occur during or after treatment. Non-compliance re-treatment tracks must be turned into the Project and Contract Manager.

- 6.17. The Contractor shall have, on-site at all times, appropriate first-aid and spill kit(s). Due to remoteness of work area, an emergency response plan will be developed and on-site before any work begins by the Contractor, and the plan shall be provided to Contract or Project Manager for review.
- 6.18. The individual RFQ SOWs will state the disposal requirements, if any, for all cleared vegetation and/or organic sediments. If disposal is required, any cleared debris and/or organic sediments must be removed from the work site by the Contractor either to upland habitats above the ephemeral wetland ecotone edge or elsewhere on the public conservation land or removed entirely from work area/public conservation lands by dump truck or other equipment capable of hauling material off-site for proper disposal. If disposal of vegetation is on-site, the Project Manager will determine distance and/or pile location in the upland habitats above the ecotone edge on a project by project basis. The Project Manager will also determine pile size (maximum length, width, and height). The RFQ SOW will clearly state whether the disposal is onsite near the wetland/project area, elsewhere on the Public Conservation Land, or offsite.
- 6.19. Trees and debris shall not be allowed to fall into canals, roads, and adjacent private properties. If this occurs, work must cease until the tree(s) or debris is immediately removed from the adjacent property, road, canals or any such area where it is not desirable. No trees should be treated and left standing if it has the potential of falling into a road, or adjacent property at a later date.
- 6.20. The Contractor shall be responsible for repair, replacement, or restoration, to original condition, of all property damaged because of any activity by the Contractor, to the satisfaction of the Project Manager. This remediation includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, equipment, and damage to merchantable timber outside the project scope.
- 6.21. The Contractor shall coordinate with the Commission Contract Manager, Site Manager, and appropriate archaeologist (state/federal) should any historical or cultural artifacts be uncovered during the course of the project. The archaeologist does have the power to halt work if he or she believes that the artifacts are being disturbed.
- 6.22. The Contractor shall conduct all management activities allowed by this RFP, and as described in the RFQ SOW. Upon project completion, the Contractor shall remove all equipment from the property and restore to its original state. This may include, but is not limited to, repairing any areas of access roads or natural areas that were damaged or unduly degraded due to management activities, as determined by the Project Manager.
- 6.23. The Contractor shall be responsible for compliance with all Federal and State laws regarding protected species, including but not limited to, the Endangered Species Act (68A-27.003, 68A-27.004, FAC). The Contractor shall not harass or injure any native wildlife. The Contractor shall also be aware of, and prevent damage to, any rare or endangered native plants. When working in an area where these species may be present the Contractor must follow any established restrictions including those of US Fish & Wildlife Service and the Commission.
- 6.24. The Commission and the associated land management agency are obligated to pay the Contractor for only those completed activities detailed in the "Scope of Work" of the Purchase Order.
- 6.25. The Contractor is responsible for submitting complete and accurate paperwork for invoicing and all other required purposes.

6.26. The Contractor is responsible for understanding the RFQ SOW specifications and the Project Manager's instructions. The Contractor shall request clarification or additional information when the intent of the RFQ SOW or specific instructions are unclear or when the Contractor has any other issues or concerns related to the project. Verbal discussions are not binding.

7. TREATMENT:

7.1. Target vegetation is generally defined as any invasive vegetation present in or adjacent to an ephemeral wetland, included but not limited to, Black titi or Buckwheat tree (*Cliftonia monophylla*), titi (*Cyrilla racemiflora*), Gum or Tupelo (*Nyssa sp.*), fetter-bush (*Lyonia lucida*), Possum-haw (*Ilex decidua*), Myrtle-leaved Holly (*Ilex myrtifolia*), and torpedograss (*Panicum repens*), but may include other species as defined with each RFQ SOW. Species such as Cypress (*Taxodium sp.*), Pine (*Pinus sp.*), and Atlantic White Cedar (*Chamaecyparis thyoides*) may or may not be treated; more specific definitions of vegetation treatment will be defined in each individual RFQ SOW. If the Contractor is unclear whether a particular species should be treated they should contact the Project Manager.

7.2. Target organic sediment is generally defined as the vegetative material that has not fully decomposed. This material is a result of leaf litter accumulation within the wetland. The amount of organic sediment to be removed will be site specific and included in the RFQ SOW. Not all wetlands will require the removal of organic sediments.

7.3. Control methods to be included under this RFP are listed below:

7.3.1. Vegetation Management

a. Manual removal: Includes hand pulling and using chainsaws, weed eaters with circular saw blades, axes, or machetes to cut targeted vegetation either for piling on-site at strategic locations or for complete removal off-site. Seedlings may be hand-pulled to minimize the impact of herbicides/heavy equipment on non-target vegetation. Hand-pulled seedlings should be disposed of in the same manner as cut vegetation.

7.3.2. Herbicide control:

a. Foliar: Herbicide and adjuvant are diluted in water and applied to leaves using backpack sprayers, spray bottles, and/or ATV/UTV tank sprayers. Application may be directed to achieve selectivity or broadcast. Application method will be determined by the Project Manager.

b. Stump treatment: After felling vegetation, herbicide and adjuvant are applied onto the cut stump surface using a backpack sprayer, spray bottle, or daubing/wicking/painting tool. Large trees (>18-inch dbh) will not be felled unless instructed in the RFQ SOW. This will be done on a project by project basis as determined by the Project or Contract Manager.

c. Basal bark: Herbicide and adjuvant are applied with a backpack sprayer or spray bottle directly to the bark around the circumference of each stem/tree. Herbicide may be in an oil-soluble formulation, where allowed.

d. Frill and girdle (aka hack and squirt): Cuts into the cambium are made completely around the circumference of the stem/tree no higher than one foot off the ground or above the buttress (whichever is nearer to the ground), OR no higher than three inches above the water. The

herbicide and adjuvant are applied completely around the girdle using a backpack sprayer, spray bottle, or needle-less syringe. Certain plant species will not require herbicide application after girdling. The RFQ SOW will provide more details.

7.3.3. Mechanical Management:

- a. Tree/Shrub Removal: The entire plant, including root ball/mat and associated organic sediment is pulled out of the ground using an excavator-type machine with a bucket that may also consist of teeth and thumb. Specifics on machine size, style/model and required components will be stated in the RFQ SOW.
- b. Tree Cutting – The tree will be cut down using light (chainsaw, machete) or heavy (feller-buncher type cutting equipment) mechanical equipment. Maximum stump height, equipment specifications, and any required herbicide will be stated in the RFQ SOW.
- c. Vegetation Mowing – Cutting/mowing/mulching of woody vegetation as a maintenance tool. Mowing height and allowable equipment will be stated in the RFQ SOW.
- d. Rollerchopping – Single drum or multiple off-set drums to mechanically treat woody vegetation within the wetland or ecotone. Amount of water in the drum(s), chop depth, and allowable equipment will be stated in the RFQ SOW.

7.3.4. Organic Sediment Management

- a. By Hand – Use of rakes or shovels or small tiller to disturb or remove from the wetland all of the accumulated organic sediment down to mineral sediment or to a depth specified in the RFQ SOW.
- b. By Heavy Equipment: Organic sediment is to be removed down to mineralized sediment or as stated in the RFQ SOW using an excavator-type machine with a bucket that also may consist of teeth and thumb. Specifics on machine size, style/model, required components, and removal depth/locations/specifics will be stated in the RFQ SOW.

7.3.5. Vegetation Disposal

- a. [See section 2.6 for all disposal options.](#)

7.3.6. Temporary Site Access Management

- a. [See section 2.7 for all site access management options.](#)

7.3.7. All methods listed above have been found to be effective restoration tools under certain circumstances; however, many factors can affect the performance of a restoration tool and results can vary. Choice of restoration tool (including the use of herbicide) depends on species present, density, plant size, imperiled species presence/absence, environmental conditions and personal experience. Treatment methods approved for each project will be outlined in the RFQ SOW for that project and may not include all the methods listed above. Herbicides may not be used in every project. Where used, herbicide marker dyes are useful and may be used to keep track of what vegetation has been treated when making applications to a larger number of trees or stumps. The use of marker dyes (must be aquatic labeled/compatible in aquatic areas) is solely

the decision of the Project and/or Contract Managers and will be determined on a project-specific basis. The use of herbicide adjuvants (must be aquatic labeled/compatible in aquatic areas) is solely the decision of the Project and/or Contract Managers and will be determined on a project-specific basis. The Contractor may use herbicides, adjuvants, and herbicide application methods other than those listed on the RFQ SOW only with prior approval of the Contract and/or Project Manager. Any heavy equipment change-order requests (from those stated in the RFQ SOW) must be made to the Project and Contract Manager prior to the start of work. Not all change requests will be granted.

7.3.8. The Contractor shall have full responsibility for systematically and completely treating the areas indicated. Treatment will start in the location designated by the Project Manager and proceed in a contiguous manner. If the minimum acceptable performance is not achieved for any area of the project within a reasonable time frame following project completion, an additional thorough treatment of the target plant(s) may be required by the Project or Contract Manager and shall be the responsibility of the Contractor at no cost to the Commission. A reasonable time frame is dependent upon the size of the area, species targeted, mode of action of treatment, herbicide, physical site conditions, and weather conditions. Areas not treated or not responding to treatment may require retreatment, at the Contractor's expense, if the Commission determines that the Contractor provided faulty or inadequate treatment measures or products.

8. INSPECTION AND COMPLIANCE

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

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

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

To ensure that the Contractor provides the best service to conservation land managers, the Commission has instituted a “Three Points Rule.” Failure to fulfill the responsibilities below (Table 1) shall subject the Contractor to an assessment of points as set forth in this RFP and FWC RFP 15/16-099. Contractors will be notified in writing upon the issuance of points. An accrual of three points shall cause the Contractor to be ineligible to participate on any quote or project under any Commission Ephemeral Wetland Plant Management contract for one calendar year after the accrual of the third point. If the infraction is caused by the Contractors’ subcontractor, points will be assessed against both parties. If the Contractor has responsibilities for treatment or re-treatments remaining at the time they are pointed out, failure to fulfill those requirements would be grounds for termination rather than suspension unless otherwise stated by the Commission. Each point assessed will affect a Contractor’s eligibility for three years from the date it was assessed. Contractors who are currently ineligible to participate on any quote or project because of accruing three points on other Ephemeral Wetland Plant Management contracts may bid on this RFP but will not be awarded any project work until completing the remainder of one year of ineligibility. Upon completion of one year of ineligibility, the Contractor’s points reset to zero. Use of the “Three Points Rule” does not preclude the Commission from exercising its rights to terminate for default or convenience.

Table 1. THREE POINT DEFAULT TABLE INFRACTION		POINTS
1.	Failure to notify the Commission Contract or Project Manager 7 days prior to initiating work (unless authorized by Contract Manager).	0.5
2.	Absence of the assigned crew supervisor holding valid FDACS pesticide applicator license in the Natural Areas Weed Management and/or Aquatic Pest Control certification. Project Manager will determine license requirements.	1.0
3.	Failure to complete the project specifications by completion date as specified in SOW, with Force Majeure exception.	1.5
4.	Failure to provide minimum numbers of workers as determined by SOW on project site.	1.0
5.	Failure to treat 100% of the target vegetation and/or conduct retreatment to achieve the SOW-stated control level when directed by Project Manager or Contract Manager	2.0
6.	Repeatedly submitting incorrect, incomplete or late progress reports, invoices or Plant Control Report of Operations (WPRs).	0.5
7.	Failure to obtain written approval to subcontract from Contract Manager.	1.0
8.	Unacceptable non-target damage.	1.0
9.	Unacceptable site disturbance.	1.0
10.	Herbicide contamination/spill. Mixing in an unauthorized area.	1.0
11.	Failure to maintain communication with Project Manager on progress/problems and work initiation or completion.	1.0
12.	Herbicide Label Violations. Note: Label violations will also require the Contractor to create a preventative plan to minimize the potential for future label violations. This plan must be approved by FWC prior to the Contractor being allowed to resume participation in the quoting process.	2.5

9. PROGRAM MECHANICS/PROCEDURES

When ephemeral wetlands are identified for restoration and funding is available for specific projects:

- 9.1. Depending upon the size and logistical requirements of a project, the Commission may select a subset of the awarded Contractors and notify them of the location, date, and time of a pre-quote meeting at the project site. Purchase orders will be awarded to the selected Contractor who submits the lowest quote or a “Specified Contractor” when circumstances exist that are in the best interest of the state ([as defined in 9.8](#)). No minimum amount of work is guaranteed under this RFP.
- 9.2. Included in this notification will be:
 - 9.2.1. The RFQ SOW and prescription for the project activities [details may include but are not limited to property boundaries, target species, habitat description, treatment history, treatment type, herbicide(s) and rates, method(s) of application, minimum number of workers, and necessary equipment];
 - 9.2.2. A map showing the location of the operation;
 - 9.2.3. The name and telephone number of the Project Manager;
 - 9.2.4. Directions to the location of the mandatory pre-quote visit; and
 - 9.2.5. The deadline for submission of the quote being requested.
- 9.3. During the pre-quote meeting, Contractors will be required to sign an attendance log at the beginning and at the conclusion of the pre-quote meeting. The failure of a Contractor to attend the entire mandatory pre-quote meeting and sign the attendance sheet at the beginning and the conclusion of the meeting shall disqualify that Contractor from submitting a quote for that job.
- 9.4. During the pre-quote visit, Contractors will be shown:
 - 9.4.1. areas that are characteristic of most of the project;
 - 9.4.2. areas that are unique (different terrain, endangered species habitat, difficult access, etc.);
 - 9.4.3. property/project site boundaries and access points; and
 - 9.4.4. on-site/property disposal and/or pile locations of vegetation materials, if necessary.
- 9.5. Any modifications made to the RFQ SOW and prescription as a result of the mandatory pre-quote visit will be sent via email as an Addendum to the attending Contractors, as evidenced by the attendance logs, within three (3) business days after the pre-quote meeting.
- 9.6. Contractors shall submit a written quote through electronic mail to the Commission within the timeframe agreed upon at the pre-quote meeting in order to be eligible for an award.
- 9.7. Each project will be awarded to the Contractor submitting the lowest responsive and responsible quote or Specified Contractor ([as defined in 9.8](#)), not to exceed ceiling rates provided in the original RFP response.

9.8. The Commission reserves the right to award a project to a Specified Contractor when circumstances exist that are in the best interest of the State of Florida. These circumstances include, but are not limited to:

9.8.1. Specified Contractor has unique equipment/specific experience required on the job site;

9.8.2. Workload allocation;

9.8.3. Possession of security clearance on military properties;

9.8.4. Having specialized knowledge of and experience with federal and/or state Threatened and Endangered plant species that exist on a project site;

9.8.5. There is a cost benefit to the State (For example: If a Contractor is already working in the PCL (public conservation land), adding another treatment area should result in a lower quote because the Contractor does not have to factor for mobilization and housing costs).

All justifications will be included in the project folder if or when such circumstances occur.

9.9. Purchase Orders will be issued from MyFloridaMarketPlace (MFMP) and are effective from the date issued (not the "PO start date"). Any work conducted prior to the date issued will be at the Contractor's expense and will not be reimbursed. The Purchase Order will contain the RFQ SOW, including any addendum maps or notes resulting from the pre-quote meeting. These documents have additional details as to the scope of the individual project including details of plants to be treated, herbicides, and methods. It is the Contractor's responsibility to request clarification of the described work, if necessary. The monitoring/evaluation period for each Purchase Order shall begin on the date the Contractor is mobilized at the project site and will continue until a sufficient time has passed for treatment and/or herbicide efficacy to be evaluated. If inspection of a project necessitates the retreatment of a project, the Contractor will receive an email detailing what is required to meet project specifications.

10. PAYMENT PROCESS

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

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

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

10.3.1. Negotiation of a Project Statement of Work at a unit most advantageous to the Commission;

10.3.2. Availability of qualified personnel within the required time frames; and,

10.3.3. Satisfactory performance by the Contractor under any previous Purchase Order(s) issued by the Commission.

11. INVOICING

11.1. The Contractor is responsible for submitting a complete and accurate invoice through electronic email to the Contract Manager which includes:

11.1.1. An invoice on company letterhead;

11.1.2. Signed and completed Weekly Progress Reports for the billed dates of service; and,

11.1.3. Signed and completed Certificate of Work Completion (**Attachment M**) form or, if applicable, Partial Payment Form (**Attachment N**).

12. PARTIAL PAYMENTS

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

13. SPECIAL PROVISIONS

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

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

13.3. Inadvertent Discoveries - If, during the performance of work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the Project Manager so that the appropriate staff may be notified and a determination of what, if any, additional action is needed. Examples of historic, archaeological, and cultural resources are bones, remains, artifacts, shell, midden, charcoal, or other deposits, rocks or coral, evidences of agricultural

or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from further removing, or otherwise damaging, such resources.

14. AWARD

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

FIGURE 1. PLANT CONTROL HERBICIDE LOG – WEEKLY PROGRESS REPORT

Plant Control Report of Operations								
Project Name:								
Vegetation Species*:				Date: _____ through _____				
Contractor/Company:				Purchase/Work Order #:				
Certified Applicator Name:		FDACS#		Certified Applicator Name:		FDACS#		
Herbicide(s)* LIST CHEMICAL & TRADE NAME BELOW FOR EACH VEGETATION CATEGORY and Unit/Pond		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
LIST BELOW THE AMOUNT OF HERBICIDE/ADJUVANT USED IN GALLONS OR POUNDS ONLY								
Unit/Pond Name or Number:								
Native Trees:								
Native Shrubs:								
Unit/Pond Name or Number:								
Native Trees:								
Native Shrubs:								
Adjuvant(s): LIST TRADE NAME BELOW FOR EACH CATEGORY								
Unit/Pond Name or Number:								
Native Trees:								
Native Shrubs:								
Unit/Pond Name or Number:								
Native Trees:								
Native Shrubs:								
Record heavy equipment used (chipper/mower/boat/Gyro-Trac,								
Unit/Pond Name or Number:								
Native Trees:								
Native Shrubs:								
Unit/Pond Name or Number:								
Native Trees:								
Native Shrubs:								
Total Number of Daily Workers								
Acres Controlled* (Each Day) in each								
	Unit/							
	Native							
	Native S							
	Native							
	Native S							
Control Method & Rate %								
Daily Conditions (wind, speed, rain etc.)								
Comments/Explanations, etc.								
*MUST BE LISTED ON APPROVED WORKPLAN/PERMIT								
I hereby acknowledge that the data presented in this form is sufficiently accurate for the purposes intended								
Submitted (contractor):				Approved (Contract/Project Manager):				

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.

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 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/

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, 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. 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.

ATTACHMENT B

REFERENCES

On the following pages, the respondent must provide the required information for a minimum of 3 separate and verifiable clients.

- Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered.
- 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.
- 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 3, 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 3.

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

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

CLIENT #1 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

Project Dates for Work Performed (MM/YYYY): _____ to _____

Project Location: _____

Brief description of the services performed for the project:

CLIENT #2 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

Project Dates for Work Performed (MM/YYYY): _____ to _____

Project Location: _____

Brief description of the services performed for the project:

CLIENT #3 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

Project Dates for Work Performed (MM/YYYY): _____ to _____

Project Location: _____

Brief description of the services performed for the project:

ATTACHMENT C

EXPERIENCE

Information should include a chronological list (starting with most recent experience first) of Respondent’s experience, a description of the services provided for each operation and duration of each project. Experience on public or non-profit conservation lands will be considered as appropriate experience; however, lawn care, golf course maintenance, or road and powerline rights-of-way work will not be accepted. Additional pages can be attached if needed. Each line item is worth up to 2 points, for a total of 30 possible points.

	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., titi/fo liar)	Acres Traversed and Treated
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			

	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., titi/foliar)	Acres Traversed and Treated
9.			
10.			
11.			
12.			
13.			
14.			
15.			

CONTRACTOR NAME

AUTHORIZED SIGNATURE

ATTACHMENT D

HERBICIDE-ONLY 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 1 point, except 1.3, 1.5 and 1.6, which are worth up to 2 points each for a total of 20 possible points.

All responses shall be typed and legible or the response may be considered non-responsive. The Commission cannot provide a Word version of this table. If the response will not fit in the Response box provided, please write your answer on a separate numbered page to be included in the Vendor Response and write the corresponding page number in the column provided.

#	Topic	Response	Page #
1. <u>EPHEMERAL WETLAND VEGETATION AND ASSOCIATED ORGANIC SEDIMENT MANAGEMENT EXPERTISE</u>			
1.1.	Knowledge of and three (3) years of focused/continuous experience in field identification of plants common to Florida.		
1.2.	Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas and Aquatics categories.		
1.3.	Knowledge and three (3) years of focused/continuous experience in using any of the listed current control techniques on projects located on Florida Public Conservation Lands.		
1.4.	Sound academic knowledge of ecological principles as they relate to vegetation and organic sediment management.		

#	Topic	Response	Page #
1.5.	Knowledge of resource management methods, biological processes and vegetation control techniques.		
1.6.	Knowledge and three (3) years of focused/continuous experience with herbicide use in accordance with the EPA label.		
1.7.	Knowledge and experience in identifying and working around threatened and endangered plants. How company handles vegetation management in sensitive areas.		
1.8.	Experience working on land owned and managed by the Federal government.		
2. <u>FIELD OPERATIONS</u>			
2.1.	Ability to systematically traverse, by foot or machine, through challenging terrain using navigation techniques such as GPS and aerial maps.		
2.2.	Ability to provide working communications to all field staff.		
2.3.	Ability to work under adverse physical and weather conditions, including high humidity and temperatures; wet conditions; exposure to poisonous plants, stinging insects and dangerous reptiles.		

#	Topic	Response	Page #
2.4.	Ability to operate and conduct field maintenance of vehicles, spray and mechanical removal equipment.		
2.5.	Ability to dispose of all herbicide and adjuvant containers.		
3. <u>ABILITY TO COMPLETE ASSIGNED PROJECTS</u>			
3.1.	Years in business. Has your company ever received enough penalty points under an FWC contract to be suspended for a year? Has your company ever been terminated from an FWC contract? If so, please explain.		
3.2.	Capability to increase crew size/number when working under tight timeframes or awarded multiple projects.		
3.3.	What is your approach to treating 100% of a unit and achieving 95+% control for all species other than titi (titi control must be 50+%)?		
3.4.	What is your approach if 100% treatment and/or 95+% control for all species other than titi (titi control must be 50+%) is not met?		

ATTACHMENT E

MECHANICAL PLUS HERBICIDE 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 1 point, except 1.3 and 1.5, which are worth up to 2 points each for a total of 20 possible points.

All responses shall be typed and legible or the response may be considered non-responsive. The Commission cannot provide a Word version of this table. If the response will not fit in the Response box provided, please write your answer on a separate numbered page to be included in the Vendor Response and write the corresponding page number in the column provided.

#	Topic	Response	Page #
1. EPHEMERAL WETLAND VEGETATION AND ASSOCIATED ORGANIC SEDIMENT MANAGEMENT EXPERTISE			
1.1.	Knowledge of and three (3) years of focused/continuous experience in field identification of plants common to Florida.		
1.2.	Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas and Aquatics categories.		
1.3.	Knowledge and three (3) years of focused/continuous experience in using any of the listed current control techniques on projects located on Florida Public Conservation Lands.		
1.4.	Sound academic knowledge of ecological principles as they relate to vegetation and organic sediment management.		

#	Topic	Response	Page #
1.5.	Knowledge of resource management methods, biological processes and vegetation control techniques.		
1.6.	Knowledge and three (3) years of focused/continuous experience with herbicide use in accordance with the EPA label.		
1.7.	Knowledge and three (3) years of focused/continuous experience with heavy equipment use in land management (including site restoration and/or vegetation disposal/transport).		
1.8.	Knowledge and experience in identifying and working around threatened and endangered plants. How company handles vegetation management in sensitive areas.		
1.9.	Experience working on land owned and managed by the Federal government.		
2. <u>FIELD OPERATIONS</u>			
2.1.	Ability to systematically traverse, by foot or machine, through challenging terrain using navigation techniques such as GPS and aerial maps.		
2.2.	Ability to provide working communications to all field staff.		
2.3.	Ability to work under adverse physical and weather conditions, including high humidity and temperatures; wet conditions; exposure to poisonous plants, stinging insects and dangerous reptiles.		

#	Topic	Response	Page #
2.4.	Ability to operate and conduct field maintenance of vehicles, spray and mechanical removal equipment.		
2.5.	Ability to dispose of all herbicide and adjuvant containers.		
3. <u>ABILITY TO COMPLETE ASSIGNED PROJECTS</u>			
3.1.	Years in business. Has your company ever received enough penalty points under an FWC contract to be suspended for a year? Has your company ever been terminated from an FWC contract? If so, please explain.		
3.2.	Capability to increase crew size/number when working under tight timeframes or awarded multiple projects.		
3.3.	What is your approach to treating 100% of a unit and achieving 95+% control for all species other than titi (titi control must be 50+%)?		
3.4.	What is your approach if 100% treatment and/or 95+% control for all species other than titi (titi control must be 50+%) is not met?		

ATTACHMENT F

LIGHT MECHANICAL PROJECT SCENARIO #1

This is a fictitious example of a project that could be proposed under this RFP and therefore should not be construed as a “typical project”.

Herbicide-only Responses shall return Light Mechanical Project Scenarios #1-2.

Directions: Read the scenario below and provide a Treatment Plan. The Treatment Plan should include, but not be limited to, a list of all equipment needed to complete the project in the time allotted, the number of crew needed, and detailed method of treatment. Respondent’s answers should be very specific and thorough. Answers should be provided on a separate piece of paper.

Project Description

Paradise Gate Wildlife Management Area is the only known location for the imperiled purple-shimmer treefrog and rainbow hooded pitcherplant.

This project involves the restoration, through vegetation management, of a 10.5-acre site located along both sides of Marble Creek. Decades of fire suppression has resulted in a severe invasion of hardwoods, including titi (*Cyrilla racemiflora*), into the site. The invaded, undesirable hardwoods now cover 75% of the project site (trees 50% and shrubs 25%). Trees have an average dbh (diameter breast height) of 4 inches and height of 15 feet. Shrubs have an average height of 2 feet.

The vegetation management goal is the killing of all undesirable invasive trees and shrubs. This goal can only be completed using hand-held tools and appropriate herbicides. No tracked or wheeled equipment is allowed within project site.

No management will take place within the waters of Marble Creek, only along both sides. Crossing Marble Creek by foot is allowed, however the integrity of the creek and associated banks cannot be detrimentally impacted.

The project site is accessible by well-maintained and hardened clay roads, to within 50 feet of the project site on both sides.

All cut material must transported out of the project site by hand and disposed of elsewhere. An old borrow pit (1 acre in size, 5 feet average depth, contained piles cannot exceed 10 feet in height) is located 3.1 miles southwest of the project site. This is the only site available on the WMA for disposal. Disposal method and site(s) must be approved by FWC prior to project start.

Treatment Caveats:

1. Cypress and loblolly pine, all size classes, are excluded from treatment.
2. Stumps, if present, must be cut low to the ground (between 6 inches and 1 foot above ground level).
3. Boundary trees are to be treated, if they are not an excluded species.
4. This property requires that all herbicide applicators and mixers must be licensed by the Florida Department of Agriculture and Consumer Services (FDACS) both in Natural Areas and Aquatics categories.

5. Treatment must not negatively impact desirable native plant species (pitcherplants, grasses, and herbaceous species), either short-term or long-term.
6. Water is not available onsite. Water cannot be taken from Marble Creek.
7. FWC requires proof that the area was traversed and completely treated.

Project/Work Schedule

Due to the presence of two imperiled species, the work window for this project is **August 1st to October 1st**. Only work completed during this work window, to the specifications listed above and approved by the Project Manager, will be permitted to be invoiced.

The Contractor may work 7 days a week. Work may only be conducted during daylight hours.

LIGHT MECHANICAL PROJECT SCENARIO #2

This is a fictitious example of a project that could be proposed under this RFP and therefore should not be construed as a “typical project”.

Herbicide-only Responses shall return Light Mechanical Project Scenarios #1-2.

Directions: Read the scenario below and provide a Treatment Plan. The Treatment Plan should include, but not be limited to, a list of all equipment needed to complete the project in the time allotted, the number of crew needed, and detailed method of treatment. Respondent’s answers should be very specific and thorough. Answers should be provided on a separate piece of paper.

Project Description

Paradise Gate Wildlife Management Area (PGWMA) is the only known location for the imperiled dewdrop orchid.

This project involves the restoration, through vegetation management, of 10 ephemeral non-forested wetlands (5 total acres) located in the northern half of PGWMA. Decades of fire suppression has resulted in a severe invasion of hardwoods, including buttonbush (*Cephalanthus occidentalis*) and red maple (*Acer rubrum*), into the sites. See the table below for wetland-specific details.

The vegetation management goal is the killing of all undesirable invasive trees and shrubs. This goal can only be completed using hand-held tools and appropriate herbicides. No tracked or wheeled equipment is allowed within either the project sites or off-road.

Management can take place whether the wetland is dry or inundated.

All project sites are relatively accessible by occasionally-maintained two-track dirt roads. See the table below for wetland-specific details.

There is no on-site or off-site disposal. Fell and leave is not allowed. All vegetation must be treated and left standing.

Treatment Caveats:

1. Boundary trees are to be treated.
2. This property requires that each crew leader be licensed by the Florida Department of Agriculture and Consumer Services (FDACS) both in Natural Areas and Aquatics categories.
3. Multiple crews, working in different wetlands, are allowed. Each crew must be assigned its own licensed crew leader. Crew leaders must always be on-site.
4. Treatment must not negatively impact desirable native plant species (grasses and herbaceous species), either short-term or long-term.
5. Water is not available onsite.
6. FWC requires proof that the area was traversed and completely treated.

Wetland ID	Wetland Acres	Tree			Shrub		Distance from nearest road
		% Cover	Average Height	Average DBH	% Shrub Cover	Average Height	
1	0.90	75	10	6	20	2	1500 feet
2	0.20	0	0	0	50	2	1000 feet
3	1.00	75	10	6	20	2	50 feet
4	0.55	25	5	3	25	2	100 feet
5	0.56	25	5	3	25	2	100 feet
6	0.20	0	0	0	25	2	1000 feet
7	0.40	10	5	3	25	2	200 feet
8	0.70	50	7	6	30	2	500 feet
9	0.10	0	0	0	25	2	1000 feet
10	0.39	10	5	3	25	2	200 feet
Total	5.00						

Project/Work Schedule

Due to the presence of an imperiled orchid, there is approximately a two-week work window for this project (**May 20th to May 31st**). Only work completed during this work window, to the specifications listed above and approved by the Project Manager, will be permitted to be invoiced.

The Contractor may work 7 days a week. Work may only be conducted during daylight hours.

ATTACHMENT G

HEAVY EQUIPMENT SCENARIO #1

This is a fictitious example of a project that could be proposed under this RFP and therefore should not be construed as a “typical project”.

Mechanical Plus Herbicide Responses shall return Heavy Mechanical Project Scenarios #1-2.

Directions: Read the scenario below and provide a Treatment Plan. The Treatment Plan should include, but not be limited to, a list of all equipment needed to complete the project in the time allotted, the number of crew needed, and detailed method of treatment. Respondent’s answers should be very specific and thorough. Answers should be provided on a separate piece of paper.

Project Description

Greener Pastures Wildlife Management Area (GPWMA) is the largest currently known location for the imperiled iridescent newt.

This project involves the restoration, through vegetation and organic sediment (i.e. duff) management, of an 8-acre forested wetland site. Decades of fire suppression has resulted in a severe invasion of hardwoods, including titi (*Cyrilla racemiflora*), into the site. The invaded, undesirable hardwoods now cover 90% of the project area. Trees have an average dbh (diameter breast height) of 9 inches and height of 20 feet. Organic sediment depth averages 5 inches throughout the entire wetland.

The vegetation management goal is the killing of all undesirable invasive trees. Additionally, all organic sediment is to be removed down 5 inches or bare mineral sediment/sand, whichever comes first throughout the entire project site. These two goals can be achieved using heavy equipment and hand-held tools. Heavy equipment used on the project must be highly selective, with low ground pressure (6 psi maximum). Equipment must be capable of removing whole trees, including roots/root mats and organic sediment. Mineral sediment disturbance throughout the project site is to be minimal. All work will take place while the wetland is dry.

The project site is accessible by a silt/dirt two-track road, immediately adjacent to the project site on the north side.

This is an off-site disposal project. A former 0.5-acre helispot is located 0.1 miles east of the project site. The area is maintained turf grass. With permission, this could be used as a staging area. Digging is not allowed. Final disposal location and method must be approved by FWC prior to project start.

Treatment Caveats:

1. Cypress, all size classes, are excluded from treatment.
2. No shaking of vegetation or duff mat. Minimize mineral sediment removal.
3. Pine trees with a dbh exceeding 18 inches may need to be felled with a chainsaw prior to removal. This determination will be made by the Project Manager.
4. Stumps, if present, must be cut low to the ground (between 6 inches and 1 foot above ground level).
5. Boundary trees are to be treated, if they are not an excluded species.

6. Natural gradual grade along wetland edges is critically important to supporting ecotonal vegetation used as newt breeding habitat, therefore the Contractor must achieve a “feathered” edge on duff/muck removal to leave that grade. This restoration of natural grade along the edges of the pond basins will be determined through consult with the Project Manager.
7. Treatment must not negatively impact desirable native plant species (grasses and herbaceous species), either short-term or long-term.
8. FWC requires proof that the site was traversed and completely treated.

Project/Work Schedule

Due to the presence of the imperiled newt, the work window for this project is **April 1st to June 1st**. Only work completed during this work window, to the specifications listed above and approved by the Project Manager, will be permitted to be invoiced.

The Contractor may work 7 days a week. Work may only be conducted during daylight hours.

HEAVY EQUIPMENT SCENARIO #2

This is a fictitious example of a project that could be proposed under this RFP and therefore should not be construed as a "typical project".

Mechanical Plus Herbicide Responses shall return Heavy Mechanical Project Scenarios #1-2.

Directions: Read the scenario below and provide a Treatment Plan. The Treatment Plan should include, but not be limited to, a list of all equipment needed to complete the project in the time allotted, the number of crew needed, and detailed method of treatment. Respondent's answers should be very specific and thorough. Answers should be provided on a separate piece of paper.

Project Description

Greener Pastures Wildlife Management Area (GPWMA) is the largest currently known location for the imperiled blazing-star sundew.

This project involves the restoration, through vegetation management, of a 1-acre non-forested ephemeral wetland and associated 0.5-acre ecotone. Recent fire suppression has resulted in need to mechanically treat the invaded hardwoods, which includes titi (*Cyrilla racemiflora*), within the wetland basin. The invaded, undesirable hardwoods now cover 75% of the wetland area. Hardwood shrubs have an average height of 3 feet. In the ecotone, invaded sand pines cover 30% of the area and average 12 feet in height.

Use of herbicide is not permitted within the total project site (wetland and ecotone).

The vegetation management goal within the wetland basin is to reduce the shrub height of all undesirable invasive shrubs, for the re-introduction of prescribed fire. Low ground pressure (6 psi maximum) heavy equipment is allowed in the wetland, during dry-soil conditions. Soil disturbance throughout the project area is to be minimal, less than 3-inch penetration into mineral sediment.

The vegetation management goal within the ecotone is to kill sand pines, all age classes. Low ground pressure (6 psi maximum) heavy equipment is allowed in the ecotone, during dry-soil conditions, as are hand-held cutting tools. Soil disturbance throughout the project area is to be minimal, less than 3-inch penetration into mineral sediment.

The project site is accessible by a paved county road, immediately adjacent to the project site on the west side.

This is an upland scatter disposal project. Cut sand pines are to be scattered in the uplands located to the north, south, and west of the wetland/ecotone project site. No piles. Each tree must lay flat on the ground. Fell and leave in the ecotone is not allowed.

Treatment Caveats:

1. Stumps, in the ecotone, must be cut to ground level.
2. Ecotone boundary trees are to be treated, if they are sand pine.
3. Treatment must not negatively impact desirable native plant species (grasses and herbaceous species), either short-term or long-term.
4. Water is not available onsite.
5. FWC requires proof that the area was traversed and completely treated.

Project/Work Schedule

Due to the presence of the imperiled sundew, the work window for this project is **January 1st - 31st**. Only work completed during this work window, to the specifications listed above and approved by the Project Manager, will be permitted to be invoiced.

The Contractor may work 7 days a week. Work may only be conducted during daylight hours.

ATTACHMENT H

HERBICIDE-ONLY EQUIPMENT LIST TABLE

The Respondent shall provide a list of equipment that they have available and indicate if the equipment is owned or rented in the table below. Respondent’s answers should be very specific, thorough and appropriate to the scope of the RFP. Include a brief summary of the maintenance plan.

Each category is worth 5 points apiece, for a total of 20 points maximum, as long as the equipment listed is deemed appropriate to the RFP. Respondents may include additional lines that will be considered as alternates. Each category line should be broken down by equipment type. Only one (1) representative equipment type per line shall be scored, however each line may include multiple makes/models.

Example: One line for all dozers owned, list all makes/models and quantity of each on that one line.

Evaluation scores will be based on equipment type only. Quantities will not be a factor.

All responses shall be typed and legible or the response may be considered non-responsive. The Commission cannot provide a Word version of this table. If the response will not fit in the boxes provided, please write your answer on a separate numbered page to be included in the Vendor Response and write the corresponding page number in the column provided.

Equipment (Makes/Models, and quantity of each owned)	Maintenance Plan	Own	Rental	Page #
Example: Handheld GPS: Garmin GPSmap CSx (6) AND Trimble Geo7x (1)	Follow User Guide Instructions, Check For & Install Updates Monthly, Maintain Supply of Reserve Batteries, Clean Regularly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Light Mechanical (hand-held tools)				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

Equipment (Makes/Models, and quantity of each owned)	Maintenance Plan	Own	Rental	Page #
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Herbicide Application				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Heavy Mechanical				
		<input type="checkbox"/>	<input type="checkbox"/>	

Equipment (Makes/Models, and quantity of each owned)	Maintenance Plan	Own	Rental	Page #
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Disposal				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT I

MECHANICAL PLUS HERBICIDE EQUIPMENT LIST TABLE

The Respondent shall provide a list of equipment that they have available and indicate if the equipment is owned or rented in the table below. Respondent’s answers should be very specific, thorough and appropriate to the scope of the RFP. Include a brief summary of the maintenance plan.

Each category is worth 5 points apiece, for a total of 20 points maximum, as long as the equipment listed is deemed appropriate to the RFP. Respondents may include additional lines that will be considered as alternates. Each category line should be broken down by equipment type. Only one (1) representative equipment type per line shall be scored, however each line may include multiple makes/models.

Example: One line for all dozers owned, list all makes/models and quantity of each on that one line.

Evaluation scores will be based on equipment type only. Quantities will not be a factor.

All responses shall be typed and legible or the response may be considered non-responsive. The Commission cannot provide a Word version of this table. If the response will not fit in the boxes provided, please write your answer on a separate numbered page to be included in the Vendor Response and write the corresponding page number in the column provided.

Equipment (Makes/Models, and quantity of each owned)	Maintenance Plan	Own	Rental	Page #
Example: Handheld GPS: Garmin GPSmap CSx (6) AND Trimble Geo7x (1)	Follow User Guide Instructions, Check For & Install Updates Monthly, Maintain Supply of Reserve Batteries, Clean Regularly	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Light Mechanical (hand-held tools)				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

Equipment (Makes/Models, and quantity of each owned)	Maintenance Plan	Own	Rental	Page #
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Herbicide Application				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Heavy Mechanical				
		<input type="checkbox"/>	<input type="checkbox"/>	

Equipment (Makes/Models, and quantity of each owned)	Maintenance Plan	Own	Rental	Page #
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Disposal				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

ATTACHMENT J

COST SHEET – HERBICIDE-ONLY WORK

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 to complete the project.**

Awards will be made in accordance with the specifications herein. **This is a multi-award bid.** Subsequent to awarding the RFP, a Request for Quotes (RFQ) will be initiated for each unique project sites. Contractors will submit a fixed unit rate quote for each project. Subsequent project quotes shall not exceed the loaded price per acre established in this RFP. **No minimum amount of work is guaranteed under this RFP.**

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

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

¹Price per acre shall include: highest estimated rate for employee pay, benefit costs, insurance, fuel, vehicles (transport trucks, ATV/UTV, tractors, dump trucks, buggy, boat, airboat, etc.), herbicides, adjuvants, spray equipment (handheld, mobile or backpack), communication equipment, GPS units, chainsaws, machetes, PPE, disposal methods/equipment, and any other costs necessary for the Contractor to meet project specifications. **Contractor should take into account potential price increases and market fluctuations that could affect Contractor’s costs over the term of contract.**

Loaded Ceiling Price Per Acre ¹ for the Initial 5-Year Term:	\$ _____
Loaded Ceiling Price Per Acre ¹ for Renewal Year 1:	\$ _____
Loaded Ceiling Price Per Acre ¹ for Renewal Year 2:	\$ _____
Loaded Ceiling Price Per Acre ¹ for Renewal Year 3:	\$ _____
Total Price for Initial Term + All Renewal Years:	\$ _____

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

Contractor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

Fax: _____

City/State/Zip: _____

Telephone: _____

ATTACHMENT K

COST SHEET – MECHANICAL PLUS HERBICIDE WORK

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 to complete the project.**

Awards will be made in accordance with the specifications herein. **This is a multi-award bid.** Subsequent to awarding the RFP, a Request for Quotes (RFQ) will be initiated for each unique project sites. Contractors will submit a fixed unit rate quote for each project. Subsequent project quotes shall not exceed the loaded price per acre established in this RFP. **No minimum amount of work is guaranteed under this RFP.**

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

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

¹Price per acre shall include: highest estimated rate for employee pay, benefit costs, insurance, fuel, vehicles (transport trucks, ATV/UTV, tractors, dump trucks, buggy, boat, airboat, excavator, skidders, feller-bunchers, bobcat-style mowers, etc.), herbicides, adjuvants, spray equipment (handheld, mobile or backpack), communication equipment, GPS units, chainsaws, machetes, PPE, disposal methods/equipment, and any other costs necessary for the Contractor to meet project specifications. **Contractor should take into account potential price increases and market fluctuations that could affect Contractor’s costs over the term of contract.**

Loaded Ceiling Price Per Acre ¹ for the Initial 5-Year Term:	\$ _____
Loaded Ceiling Price Per Acre ¹ for Renewal Year 1:	\$ _____
Loaded Ceiling Price Per Acre ¹ for Renewal Year 2:	\$ _____
Loaded Ceiling Price Per Acre ¹ for Renewal Year 3:	\$ _____
Total Price for Initial Term + All Renewal Years:	\$ _____

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

Contractor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

Fax: _____

City/State/Zip: _____

Telephone: _____

ATTACHMENT L

HERBICIDE-ONLY EVALUATION CRITERIA SCORING

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

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

Evaluator Name: _____ Respondent Name: _____

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
1	Experience	0-30	
	How well does the Respondent’s prior experience in Vegetation Management demonstrate a direct relation to the needs expressed in the RFP Scope of Work? <ol style="list-style-type: none"> a. General Vegetation Management, b. Wetland Vegetation Management, c. Conservation Land/Public Water Body, d. Herbicide Use (if applicable) e. Herbicide Application Types (if applicable), f. Organic Sediment Removal (if applicable), g. Heavy Equipment Application (if applicable), and h. Invasive Species Management, 		
2a	Technical Response: Table	0-20	
	How well does the Respondent’s statement exemplify their expertise regarding the question presented address how it will accomplish the tasks described in the RFP Scope of Work? <ol style="list-style-type: none"> a. Ephemeral Wetland Vegetation and Associated Organic Sediment Management Expertise, <ol style="list-style-type: none"> i. Plant Identification, ii. State Herbicide Application License, iii. Wetland and/or Florida Public Conservation Land Vegetation Management and Associated Organic Sediment Experience, iv. Ecology of Vegetation and Organic Sediment Management, v. Resource Management Methods, vi. Herbicide Application and/or Heavy Equipment Use, vii. Imperiled Plant Management, and viii. Working on Federal Lands 		

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
	<ul style="list-style-type: none"> b. Field Operations <ul style="list-style-type: none"> i. Navigation Techniques (i.e. GPS and Aerial Maps), ii. Communications with Field Staff, iii. Adverse Field Conditions/Terrain, iv. Field Equipment Maintenance, v. Communication with Project Staff, and vi. Herbicide Container Disposal c. Ability to Complete Assigned Projects <ul style="list-style-type: none"> i. Business with FWC, ii. Crew Size Management on Multiple Projects iii. Project Completion with In-House Equipment iv. Equipment Reliability v. Project Completion and Control Protocol, and vi. Project Completion and Control Assurance 		
2b	Technical Response: Light Mechanical Project Scenario #1	0-10	
	How well does the Respondent's response to the Scenario demonstrate a direct relation to the needs expressed in the RFP Scope of Work and a respect for the sensitivity of the focal habitat and contained imperiled species?		
	Technical Response: Light Mechanical Project Scenario #2	0-10	
	How well does the Respondent's response to the Scenario demonstrate a direct relation to the needs expressed in the RFP Scope of Work and a respect for the sensitivity of the focal habitat and contained imperiled species?		
2c	Technical Response: Equipment List	0-20	
	How well does the Respondent's equipment list demonstrate a direct relation to the equipment needs expressed in the RFP Scope of Work? <ul style="list-style-type: none"> a. Light Mechanical (hand-held tools), b. Herbicide Application, c. Heavy Mechanical, and d. Disposal 		
Evaluation Section Total Score		0-90	

HERBICIDE-ONLY EVALUATION CRITERIA: PURCHASING

Procurement Manager's Name: _____

Respondent Name: _____

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
3a	Cost Sheet: Herbicide Only	0-10	
	The evaluation of each Respondent's cost proposal will be conducted by the procurement manager based on the cost formula as described in the Evaluation Criteria section .		
	Cost Sheet Total Score	0-10	

MECHANICAL PLUS HERBICIDE EVALUATION CRITERIA SCORING

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

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

Evaluator Name: _____ Respondent Name: _____

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
1	Experience	0-30	
	<p>How well does the Respondent’s prior experience in Vegetation Management demonstrate a direct relation to the needs expressed in the RFP Scope of Work?</p> <ul style="list-style-type: none"> a. General Vegetation Management, b. Wetland Vegetation Management, c. Conservation Land/Public Water Body, d. Herbicide Use e. Herbicide Application Types, f. Organic Sediment Removal, g. Heavy Equipment Application, and h. Invasive Species Management, 		
2a	Technical Response: Table	0-20	
	<p>How well does the Respondent’s statement exemplify their expertise regarding the question presented address how it will accomplish the tasks described in the RFP Scope of Work?</p> <ul style="list-style-type: none"> a. Ephemeral Wetland Vegetation and Associated Organic Sediment Management Expertise, <ul style="list-style-type: none"> i. Plant Identification, ii. State Herbicide Application License, iii. Wetland and/or Florida Public Conservation Land Vegetation Management and Associated Organic Sediment Experience, iv. Ecology of Vegetation and Organic Sediment Management, v. Resource Management Methods, vi. Herbicide Application and/or Heavy Equipment Use, vii. Imperiled Plant Management, and viii. Working on Federal Lands b. Field Operations <ul style="list-style-type: none"> i. Navigation Techniques (i.e. GPS and Aerial Maps), ii. Communications with Field Staff, iii. Adverse Field Conditions/Terrain, 		

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
	<ul style="list-style-type: none"> iv. Field Equipment Maintenance, v. Communication with Project Staff, and vi. Herbicide Container Disposal c. Ability to Complete Assigned Projects <ul style="list-style-type: none"> i. Business with FWC, ii. Crew Size Management on Multiple Projects iii. Project Completion with In-House Equipment iv. Equipment Reliability v. Project Completion and Control Protocol, and vi. Project Completion and Control Assurance 		
2b	Technical Response: Heavy Equipment Project Scenario #1	0-10	
	How well does the Respondent's response to the Scenario demonstrate a direct relation to the needs expressed in the RFP Scope of Work and a respect for the sensitivity of the focal habitat and contained imperiled species?		
	Technical Response: Heavy Equipment Project Scenario #2	0-10	
	How well does the Respondent's response to the Scenario demonstrate a direct relation to the needs expressed in the RFP Scope of Work and a respect for the sensitivity of the focal habitat and contained imperiled species?		
2c	Technical Response: Equipment List	0-20	
	How well does the Respondent's equipment list demonstrate a direct relation to the equipment needs expressed in the RFP Scope of Work? <ul style="list-style-type: none"> a. Light Mechanical (hand-held tools), b. Herbicide Application, c. Heavy Mechanical, and d. Disposal 		
Evaluation Section Total Score		0-90	

MECHANICAL PLUS HERBICIDE EVALUATION CRITERIA: PURCHASING

Procurement Manager's Name: _____

Respondent Name: _____

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
3b	Cost Sheet: Mechanical + Herbicide	0-10	
	The evaluation of each Respondent's cost proposal will be conducted by the procurement manager based on the cost formula as described in the Evaluation Criteria section .		
	Cost Sheet Total Score	0-10	

Final Score (Determined by Purchasing)	0-100	
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ATTACHMENT M

COMPLETION OF WORK FORM

Project: _____

Contractor: _____

Contract # or PO #: _____

Number of Wetlands and Acres Completed: _____

Contract Date: _____ Total Amount: \$ _____

COMMENTS:

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

Project Manager/Designee Signature: _____

Printed Name: _____

Date: _____

ATTACHMENT N

CERTIFICATE OF PARTIAL PAYMENT

Date: _____ Period Ending: _____ Payment #: _____

Contractor: _____ Contract PO#/BID#: _____

Original Contract Sum: \$ _____ Total Work Performed to Date: \$ _____

Additions to Date: \$ _____ Less Previous Payments: \$ _____

Deductions to Date: \$ _____ Due this Payment: \$ _____

Adjusted Contract Sum: \$ _____

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

I hereby certify that all provisions of 215 F.S., as amended to date, Laws of Florida, regarding apprentices and payment of wages, have been complied with by me and to the best of my knowledge and belief by all subcontractors.

Contractor: _____

Date: _____

Notary

State of _____

County of _____

Personally appeared before me this _____ day of _____, 20____, _____, known (or made known) to me to be the

(OWNER)

(PARTNER)

(CORPORATE OFFICER – GIVE TITLE)

of _____, Contractor(s), who subscribe and swore to the above to the above instrument in my presence.

Personally known OR

Produced

(Seal)

Type of Identification Produced:

Notary Public

Type Name: _____

My Commission Expires: _____, 20__

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

Signature: _____

Title: _____

Date: _____

ATTACHMENT O

SAMPLE REQUEST FOR QUOTE SCOPE OF WORK (RFQ SOW)

Restoration of Ephemeral Wetland Habitat on _____

NW-XXX

Fiscal Year 2019/2020

PROJECT OBJECTIVE

This Request for Quotes under RFP 18/19-76 covers ephemeral wetland vegetation management, though hand removal and herbicide application, on ephemeral wetland sites located within (insert property name). Project will be awarded to the responsive Contractor with the lowest quote price for the entire project. The Florida Fish and Wildlife Conservation Commission (Commission or FWC) has identified the need to remove woody brush encroachment from within the selected seasonally dry wetlands for the purpose of enhancing valuable amphibian habitat, in particular for the (insert imperiled species).

PROJECT LOCATION

The project areas are located in (insert Florida county) on property owned and managed by the (land owner and land manager). The project consists of XX separate project treatment sites that total XX acres. See maps (Figures X-X) and GPS coordinates (Table X) for specific wetland locations and sizes.

ACCESS

- Transportation to and from the work sites will be the Contractor's responsibility and will require the use of 4-Wheel Drive vehicles.
- Vehicle and equipment access will be via designated roads ONLY. Any access to other roads may only occur with express permission from the FWC-assigned Project Manager. No off-road access is allowed.
- No heavy equipment will be allowed within the wetland basin as delineated by the Project Manager to avoid rutting.
- See maps (Figures X -X) for road locations.
- Contractor will be responsible for site security of work areas, such as closing and locking gates during and after work hours.
- Access to some work sites may be denied or limited for specified periods of time due to management or wildlife concerns. The Project Manager will coordinate with the Contractor to provide information on these issues as it becomes available.
- The FWC assigned Project Manager (or designee) reserves the right to determine order of site completion, taking into consideration efficiency, water levels, wildlife concerns, and other forest management activities.

PRE-QUOTE LOCATION

The pre-quote meeting will be held on _____ at ____ AM/PM (Eastern Time Zone). The pre-quote meeting location is:

(Location Address)

Note: The pre-quote meeting will be immediately followed by sites visits within ANF. Attendees will be required to drive personal vehicles during project site visits. Due to possible road degradation, small cars or SUV's with low ground clearance may be incapable of reaching certain work sites. Off-road vehicles may be needed to access certain sites.

DIRECTIONS:

(Insert directions)

PROJECT/WORK SCHEDULE

All work much be completed by _____ , unless otherwise specified by the FWC assigned Project Manager.

The Contractor may work only 7 days a week. Work may only be conducted during daylight hours.

DESCRIPTION OF PROJECT:

The project consists of 10 separate treatment sites. See maps in Figures XX for more detail. The project boundary of each treatment site will be clearly flagged in advance of the start of treatment. Flagged vegetation along the boundary of the project area will be removed last to allow the Contractor to observe project boundaries throughout the project. A shapefile/KMZ/KML file will also be provided to the Contractor prior to the start of treatment. The Contractor is to provide all equipment, herbicide, personnel, and supplies to perform selective thinning and brush material removal in an ecologically sensitive habitat (i.e. ephemeral wetlands). Brush material removal will be accomplished using hand tools and chainsaws, and followed by herbicide application via direct cut stump, hack and squirt, and/or foliar method.

Note: Cut material from 9 of the included sites will be removed from wetland basins by hand and piled in nearby upland habitat.

Each site must be inspected for 100% treatment by the FWC assigned Project Manager (or designee) to ensure work acceptance prior to the Contractor invoicing for completed work. The order of completion will be determined by the condition of the individual wetlands (water levels) during the anticipated work period.

WORK SPECIFICATIONS:

- Contractor shall begin treatment as directed by the Project Manager and shall proceed in a systematic manner across contiguous areas to ensure 100% of target vegetation is treated.
 - Treatment will begin on the outside edge of each discrete pond and work towards the center.
 - Minimum kill rates for the post-treatment kill-rate survey:
 - 70% - titi, both species
 - 95% - all other targeted hardwood species

- Contractor will treat each target plant species by the methods described below and in accordance with USEPA herbicide label.

All project sites will be subject to the following three-part herbicide treatment process:

- 1) Treatment 1, Cut Stump - All woody plants (except cypress) with a stem diameter of ½ inch up to a 3.5-inch diameter at breast height (DBH) will be cut. The cut surface will be either sprayed with an aquatic labeled triclopyr amine herbicide mixture or painted/daubed/wicked with an aquatic labeled imazapyr herbicide mixture following specified rates listed above.
 - a) All woody plants within the size range described above will be cut with hand or hand-held power tools such as hand saws, machetes, brush hooks, limb loppers, brush cutters, or chainsaws. This includes plants rooted on hummocks within the pond basin.
 - b) Species to be cut include all woody plants except cypress (*Taxodium* spp.).
 - c) Stumps will be cut to within 3 inches of ground or water level at the time of treatment.
 - d) The Project Manager (or designee) must approve all herbicide and adjuvant brands to be used for this project prior to work beginning.
 - e) The addition of a liquid dye will be required to aid in inspection of treatment area.
 - f) Herbicide will be applied to the cambium area (the wood next to the bark) of the stump; DO NOT over apply causing run-off.
 - g) Pine trees and St. Johns-wort falling within the specified size range will be cut as described above but will not receive herbicide application.
 - h) All cut vegetation must be removed from the work area as delineated by survey marker flagging, to a distance of at least 30 feet and placed in multiple piles, separated by at least 20 feet.
 - i) Piles must be no larger than 6 feet high with a ground footprint of less than 15 feet x 15 feet.
 - j) Piles must be at least 10 feet away from mature/merchantable pine trees.
 - k) Piles must be at least 100 feet away from all roads, unless otherwise specified by FWC assigned Project Manager (or designee).
 - l) Piles must be at least 200 feet away from all marked red-cockaded woodpecker nest trees, and 30 feet away from known threatened or endangered plant locations. FWC assigned Project Manager (or designee) will designate these areas.
- 2) Treatment 2, Hack and Squirt – All trees greater than 3.5-inch DBH and less than 10-inch DBH will be frilled/girdled using cutting tools. Herbicide (either aquatic labeled imazapyr or triclopyr amine) will be applied to the cut area. The imazapyr herbicide mixture must be applied using either a small spray bottle, syringe, or daub/wick tool for precision application. DO NOT over apply causing run-off.
 - a) Species to be cut include all woody plants except cypress (*Taxodium* spp.).
 - b) Cuts must be made within 18 inches of the ground or within 6 inches of the water surface.
 - c) The FWC assigned Project Manager (or designee) must approve all herbicide and adjuvant brands to be used for this project prior to work beginning.
 - d) The addition of a liquid dye will be required to aid in inspection of treatment area.

- e) Pine trees falling within the specified size range will be cut as described above but will not receive herbicide application.
 - f) St. Johns-wort falling within the specified size range will be cut, as described above in Treatment 1, and will not receive herbicide application.
 - g) If trees meeting the Treatment 2 designation are accidentally felled during girdling, herbicide will be applied in the Cut Stump method and the tree will be removed from the work area as described in Treatment 1.
- 3) Treatment 3, Foliar Treatment - Woody plants (except cypress) less than 5 feet in height with a stem diameter of ½ inch or less will receive a foliar spray treatment of triclopyr amine (no imazapyr).
- a) The FWC assigned Project Manager (or designee) must approve all herbicide and adjuvant brands to be used for this project prior to work beginning.
 - b) The addition of a liquid dye will be required to aid in inspection of treatment area.
 - c) Foliar applications shall be carried out using low-pressure spray equipment to minimize drift. Aquatic area approved surfactants will be used to ensure proper adhesion. DO NOT over apply causing run-off.
 - d) Spray volume used must be sufficient to obtain uniform coverage of target plants including the surfaces of all foliage, stems, and root collars.
 - e) Spray must be kept lower than 5 feet in height to maintain worker safety.
 - f) St. Johns-wort falling within the specified size range described above is exempt from treatment and will not receive herbicide application.

HERBICIDE MIXING AND HANDLING PROCEDURES

- **Contractor** shall follow all USEPA label directions for applied herbicides. The USEPA approved label is the law.
- The on-site ground crew supervisor must be certified by the Florida Department of Agriculture and Consumer Services (FDACS) in Forestry or Natural Areas categories in order to use triclopyr amine. The use of imazapyr will also require the on-site ground crew supervisor to additionally be certified by FDACS in the Aquatics category. The **Contractor** will provide copies of the licenses for the crew supervisor to the Project Manager prior to work beginning. If on-site ground crew supervisor changes during the project, copies of licenses will be sent prior to the new supervisor's start day.
- Mixing operations shall take place on-site near the treatment area but must be no closer than 50 feet to the pond basin and ecotone. **Contractor** will not re-use herbicide containers to mix or disperse herbicide solution.
- Any rinsing of herbicide containers will take place away from designated or sensitive areas. Rinse water may not be dumped on this property. All herbicide and adjuvant containers will be removed from the worksite and properly disposed of off-site according to the label.
- **Contractor** shall be responsible for recording the amount of herbicide and adjuvants applied to each area, using the Weekly Progress Report Form provided (Figure 1). **Contractor** is required to complete a Weekly Progress Report (WPR) for all time worked on site and shall submit the WPR to the **Commission** Contract Manager (or designee) weekly. All WPRs must be submitted and approved before invoicing. WPRs must be submitted, by email, to the **Commission** Contract Manager by the Wednesday following the completed work week, no exceptions.

- All herbicides shall be used with caution to prevent runoff, spraying of non-target species, or unnecessary spraying of the ground/water. **Contractor** shall be liable for unacceptable non-target damage to native plant species.
- No herbicides or surfactants shall be permitted to be stored on the treatment unit overnight – only during actual control operations.
- **Contractor** must supply water for mixing.
- GPS tracks of each treatment area shall be recorded by **Contractor** and provided to the Project Manager and/or the **Commission** upon request.

HERBICIDE SAFETY

PERMITS AND RESPONSIBILITIES FOR THE WORK – In addition to the responsibilities outlined in RFP FWC 18/19-76, the Contractor’s handlers and workers will meet all provisions of the U. S. Environmental Protection Agency (USEPA) Worker Protection Standard (WPS). The Contractor shall follow Worker Protection Standards (WPS) for workers’ safety. The Contractor shall provide a decontamination site wherever the crew is working. This includes uncontaminated rinse water for first aid per manufacturer’s herbicide label.

OTHER CONSIDERATIONS

- All equipment must arrive to the project sites fully operable, and clean and uncontaminated by pest plants.
- All equipment must be free of dirt, debris, and vegetative matter that can carry non-native invasive species. Equipment will be inspected by the designated FWC Project Manager (or designee) upon entering or re-entering the area. Equipment that does not pass inspection will not be allowed to work on the project until it is cleaned off-site and re-inspected.
- All fueling, lubrication, and cleaning of tools and equipment (e.g. chainsaws) will take place on a road at a minimum of 50 feet from the edge of standing or flowing water, with the exception of roadside ditches.
- All Contractor generated waste, including lunch/snack trash and water bottles, will be removed from the site and disposed of properly. This includes bio-degradable waste (ex. fruit cores/peels).
- Any damage to existing property (e.g., roads, culverts, low water crossings, ditches, fences, gates, signs, powerlines, power poles, merchantable timber, or natural resources) caused by the Contractor and not within the scope of the project shall be the responsibility of the Contractor.
- Wildlife: The Contractor and crews will likely encounter wildlife during work operation, including snakes. Contractor may NOT intentionally harm or kill any wildlife, including snakes. It is illegal to kill non-game wildlife on _____.

MANDATORY MINIMUM NUMBER OF WORKERS:

The Contractor will have a minimum of ____ workers on-site each day of work in order to complete the project in a timely fashion.

The Commission reserves the right to do all or part of the work outlined in this document and may terminate the project at any time for any reason. Prior to any vendor selection with this request for quotes, the Commission will determine what project sites, or portions thereof, can be completed based upon available funding. If an entire project area cannot be completed due to insufficient funds, the Commission reserves the right to remove areas or reduce acres within an area; however, this will be done in consultation

with the Project Manager to ensure that the highest priority areas are treated, as funding allows. If the acres within an area are reduced, the Contractor who is selected for that area based upon their quote will have the opportunity to accept or decline the revised project area, without penalty. Contractors will not be allowed to alter their quotes as a result of a reduction in the acres to be treated.

INSURANCE

The Contractor must fulfill the Insurance requirements as stated in RFP FWC 18/19-76.

CONTACTS

FWC Contract Manager Name
Address, Phone Number, Email

Project Manager
Address, Phone Number, Email

STIPULATIONS:

The Contractor will be required to:

- Complete all work as set forth in the RFQ SOW in full compliance with the terms of the Contract. The Contractor must comply with all requirements outlined in both the RFQ SOW and RFP FWC 18/19-76. This includes:
 - Furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.
- Finish all aspects of the project by _____ (unless otherwise specified by the FWC assigned Project Manager) and submit invoice by _____.
- Have a Crew Leader with the ability to communicate with field staff and Project Managers in English.

Table 1. Pond Locations and Acreages

Pond	Acres	Latitude	Longitude

PRICE SHEET

Price quoted will be less any Federal or State sales or use taxes. The contractor 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. Quoted price shall include all necessary items to complete the project. All items shall be quoted, or the quote will be rejected. The quote will be awarded to the responsive, responsible contractor that submits the lowest total price. Purchase order will be written with each site listed individually for purposes of payment. In order to submit a quote for consideration, contractor **MUST** attend the Mandatory Pre-Quote meeting at the (insert pre-quote location) and the site visit. Partial payments will be handled as per RFP FWC 18/19-76.

	Price Per Acre	Total Pond Price
Quote Price for Wetland #1 (X acres):	\$	\$
Quote Price for Wetland #2 (X acres):	\$	\$
Quote Price for Wetland #3 (X acres):	\$	\$
Quote Price for Wetland #4 (X acres):	\$	\$
Total Quote Price (X total acres):		\$

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

FIGURES

Figure 1. Herbicide Weekly Progress Report Form

Plant Control Report of Operations							
Project Name:							
Vegetation Species*:				Date: _____ through _____			
Contractor/Company:				Purchase/Work Order #:			
Certified Applicator Name		FDACS#		Certified Applicator Name		FDACS#	
		Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		LIST BELOW THE AMOUNT OF HERBICIDE/ADJUVANT USED IN GALLONS OR POUNDS ONLY					
Herbicide(s)* LIST CHEMICAL & TRADE NAME BELOW FOR EACH VEGETATION CATEGORY							
Native Trees:							
Native Shrubs:							
Adjuvant(s): LIST TRADE NAME BELOW FOR EACH CATEGORY							
Native Trees:							
Native Shrubs:							
Record all heavy equipment used (chippers, mowers, boats, Gyro-Trac, etc.) for each Vegetation Category							
Native Trees:							
Native Shrubs:							
Total Number of Daily Workers							
Acres Controlled* (Each Day)				Native Tree:			
				Native Shrubs:			
Unit Name/Description				Native Tree:			
Control Method & Rate %				Native Shrub:			
Daily Conditions (wind, speed, rain etc.)							
Comments/Explanations, etc.							
*MUST BE LISTED ON APPROVED WORKPLAN/PERMIT							
I hereby acknowledge that the data presented in this form is sufficiently accurate for the purposes intended							
Submitted (contractor):				Approved (Contract/Project Manager):			