FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

REQUEST FOR PROPOSAL

FWC 12/13-22

DEER MANAGEMENT UNIT PUBLIC OUTREACH & INTERACTION

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FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
REQUEST FOR PROPOSAL
FWC 12/13-22

DEER MANAGEMENT UNIT PUBLIC OUTREACH & INTERACTION

RESPONDENT ACKNOWLEDGMENT FORM

Vendor Name: ____________________________________________________________

Vendor Mailing Address: ____________________________________________________

City, State, Zip: ____________________________________________________________

Telephone Number: ________________________________________________________

Fax Number: __________________________________________________________________

Email Address: __________________________________________________________________

Federal Employer Identification Number (FEID): ____________________________

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

________________________________               ________________________________
PRINTED NAME                                           AUTHORIZED SIGNATURE

________________________________               ________________________________
TITLE                                                             DATE

SUBMIT RFP RESPONSE TO:

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
PURCHASING OFFICE, ROOM 364
620 SOUTH MERIDIAN STREET
TALLAHASSEE, FLORIDA  32399-1600
PHONE: (850) 488-3427
The Fish and Wildlife Conservation Commission’s (FWC or Commission) mission in Florida is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers six major programs including habitat and species conservation, freshwater fisheries management, law enforcement, marine fisheries management, hunting and game management and fish and wildlife research.

RFP CALENDAR OF EVENTS

<table>
<thead>
<tr>
<th>SCHEDULE</th>
<th>DUE DATE</th>
<th>METHOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for Questions</td>
<td>Must be received PRIOR to:</td>
<td>See Deadline for Questions Clause</td>
</tr>
<tr>
<td></td>
<td>October 8, 2012 @ 5:00 p.m.</td>
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<tr>
<td>SEALED RESPONSES DUE AND OPENED</td>
<td>Must be received PRIOR to:</td>
<td>Submit to: Florida Fish &amp; Wildlife Conservation Commission</td>
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<tr>
<td></td>
<td>October 18, 2012 @ 2:00 p.m.</td>
<td>Attn: Purchasing</td>
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<td></td>
<td></td>
<td>620 S. Meridian St., Room 364</td>
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<td></td>
<td></td>
<td>Tallahassee, Florida 32399-1600</td>
</tr>
<tr>
<td>Response Evaluation</td>
<td>October 22, 2012 to October 26, 2012</td>
<td>See “Evaluation Criteria” clause</td>
</tr>
<tr>
<td>Anticipated award date (could be subject to change)</td>
<td>November 2, 2012</td>
<td>Vendor Bid System: <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a></td>
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</tbody>
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PURPOSE

The intent of this Request for Proposal (“RFP”) is to obtain competitive proposals from experienced vendors in order to select a vendor to help FWC staff plan, coordinate and facilitate the public outreach and interaction portion of the DMU development plan, per the specifications contained herein. Responsibilities will include, but are not limited to, the following for Zone D DMU’s (Figs. 1 & 2): facilitating public meetings, identifying and recruiting stakeholder group representatives, facilitating stakeholder technical assistance group workshops, and writing summary reports.

The initial outreach and interaction project is for DMUs 10 & 11 in Zone D only. However, this is a task assignment contract whereby FWC may renew the contract for subsequent public outreach and interaction projects being conducted by FWC’s Deer Management Program (see ADDITIONAL PUBLIC OUTREACH & INTERACTION PLANS below).

BACKGROUND

Deer are the most popular game species in Florida. Florida’s deer herds and habitats are unique among the rest of the United States. Habitat quality and reproductive potential of deer in Florida are lower than adjacent states. The variation in breeding dates of white-tailed deer in Florida is also unmatched by any other state. Florida’s subtropical climate and highly weathered soils are likely responsible for these differences and provide unique challenges to deer management.

As outlined in Florida’s Strategic Deer Management Plan, DMUs are currently being developed to help manage Florida’s deer populations on a local level to increase the resolution of our ability to meet the
needs and desires of the general public, with an emphasis on interested and impacted stakeholders, regarding deer management. A DMU is an area within the state that has distinct habitat, land use patterns, and deer breeding chronology. Deer populations within DMUs should have similar characteristics (i.e. reproductive potential, body size, breeding chronology, antler potential, etc). The current draft DMU model being considered by the Deer Management Standing Team contains 11 units and 4 zones (Figs. 1 & 2). DMUs could be used as a basis for geographically specific (1) population goals, (2) antlerless harvest (doe days and/or permits), (3) potential antler restrictions, and (4) data collection to monitor the deer population.

We have recently contracted a vendor to conduct a survey of stakeholders and determine their attitudes and opinions towards deer and deer management at the DMU level. We now seek a vendor to facilitate communicating the survey results to the public, identify and recruit stakeholder group representatives, and work with stakeholder representatives and FWC staff to develop a report of DMU goals and objectives and means to achieve them.

OBJECTIVES OF DMU PUBLIC OUTREACH & INTERACTION PLAN
1. The vendor will assist FWC staff in communicating the DMU development plan and DMU stakeholder survey results to the public in a clear and effective manner through multiple media options.
2. Encourage public input and participation throughout the process in a manner that allows all interested stakeholders to have an equal opportunity to provide input.
3. Design and facilitate public meetings and provide a summary report regarding meeting results. Vendor will take the lead in developing meeting objectives, methodology to achieve the objectives, meeting agenda, comment form to be used during public meetings to capture public attitudes and opinions, etc. The vendor will summarize the public comments.
4. The vendor will assist FWC in identifying other ways to communicate the DMU project plan including online workshops and social media.
5. Identify and recruit representatives from stakeholder groups that demonstrate as many of the following characteristics as possible: a) willing to commit to being an active member of the TAG, b) able to represent the interests of his/her respective stakeholder group regardless of other personal interests, c) willing to listen and empathize with the desires of other stakeholders, and d) willing to offer solutions to manage the resource in a manner that all groups are agreeable to and that is not a detriment or threat to the resource itself.
6. Once DMU-specific goals and objectives have been identified through the aforementioned objectives of the public outreach and interaction plan, develop a defensible, written plan with assistance from FWC staff to achieve these goals and objectives.

PROJECT PLAN & METHODS
Proposed project plans are flexible as long as the final report is completed by March 29, 2013 and other proposed action items fit into the general timeline and project plan outlined in the appended Zone D DMU development plan. The vendor is expected to demonstrate high-level communication with the contract manager and FWC during all phases of planning, coordination, and implementation of the outreach and interaction plan.

Project Plan Proposals should clearly outline how to achieve the above outlined objectives efficiently and effectively, and proposers should demonstrate their understanding of the DMU development process as described in the DMU development plan, Florida’s Strategic Deer Management Plan, and in this scope of work.

PROJECT TIMELINE
Final report due by March 29, 2013. Interim summary reports due one week after each public meeting or TAG meeting.
PROJECT DELIVERABLES

1. **Planning Meeting** - The selected vendor will attend and participate in an initial planning meeting with FWC staff in Tallahassee, FL where logistics of the proposed outreach and interaction plan will be resolved.

2. **Public Meetings** - The selected vendor will design, plan and facilitate a minimum of three public meetings in Zone D (see DMU development plan for locations) in such a manner that the following are achieved: a) meetings are properly noticed, b) attendees grasp the information being presented to them, c) all communication between parties is organized and respectful, and e) each meeting concludes with potential Technical Assistance Group (TAG) members being identified or a process in place to identify TAG members. Vendor will be responsible for providing logistical support for meetings (note takers, AV equipment, locations, invitations, assist FWC staff with public notices, etc.).

3. **Technical Assistance Group** - Vendor will identify and recruit possible representatives from stakeholder groups to participate on the TAG. Following the three public meetings and after consulting with FWC staff on stakeholder group representatives that will comprise the TAG, the vendor will facilitate communication between FWC and TAG members to develop goals and objectives for both DMUs. This may include in-person meetings, conference calls, online workspaces, etc. Proposals should outline which means of communication or combinations thereof are most appropriate.

4. **Summary Reports** - The vendor will develop a report following each public meeting outlining the meeting minutes, general consensus, and action items to move forward. One report may be submitted for all public meetings combined. For TAG meetings, provide report of meeting minutes, general consensus, and action items for each meeting. The vendor will also develop a final report summarizing the entire outreach & interaction process and specific DMU goals and objectives developed during the TAG process, and possible ways of achieving them (e.g., rule changes, no change, etc.).

ADDITIONAL PUBLIC OUTREACH & INTERACTION PLANS

Once FWC has evaluated the DMU development and implementation process for Zone D, FWC may request the vendor to assist with similar outreach and interaction efforts on a task assignment basis. Cost and logistics of task assignments will be agreed upon on a per assignment basis.

TERMS AND CONDITIONS

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

CONTRACT TERM

The contract shall begin upon execution by both parties and will be in effect for five (5) years.

Each task assignment shall be completed by the vendor by the Completion Date specified on the task assignment.

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

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

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.

**TYPE OF CONTRACT**
A task assignment contract is proposed; however, the Commission reserves the right to award another contract type if such will be most advantageous to the Commission and the State of Florida, cost and other factors considered.

**CONDITIONS AND SPECIFICATIONS**
The respondent is required to examine carefully the conditions and specifications of this RFP and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

**DEADLINE FOR QUESTIONS**
Any questions from vendors 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 1). Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System internet site at the following address: [http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu)

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Jerilyn Bailey, Procurement Manager
620 South Meridian Street, Room 364
Tallahassee, Florida 32399-1600
850-617-9601
jerilyn.bailey@myfwc.com

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

**PROPOSAL OPENING LOCATION**
The public opening of this RFP will be conducted as specified in the Calendar of Events, at the Florida Fish and Wildlife Conservation Commission, Tallahassee Purchasing Office, Room 364, 620 South Meridian Street, Tallahassee, Florida, 32399-1600. **PROPOSALS RECEIVED AFTER DATE AND TIME SPECIFIED WILL BE REJECTED.**
Any person with a qualified disability shall not be denied equal access and effective communication regarding any proposal documents or the attendance at any related meeting or proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-3427 at least three workdays prior to the opening.

MAILING INSTRUCTIONS
The Vendor shall submit an original and five (5) electronic copies on separate disks of their proposal to the address listed in the Calendar of Events (Page 3). All proposals must be submitted by proposal due date and time as stated in the Calendar of Events, in a sealed envelope or box marked “DEER MANAGEMENT UNIT PUBLIC OUTREACH & INTERACTION, RFP NUMBER FWC 12/13-22”. The sealed envelope or box shall include the opening date and time, and the Vendor's return address.

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

MANDATORY RESPONSIVENESS REQUIREMENTS/PROPOSAL SUBMISSION
Proposal submission should be organized as follows:

TAB A. **Respondent Acknowledgment Form** (Page 2 - Mandatory Form)
In order for a potential proposer's response to be valid, the proposer shall complete and submit the Respondent Acknowledgment form enclosed herein. By affixing your signature to the Respondent Acknowledgment form, the proposer hereby states that the proposer has read all RFP specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the proposer will provide the Commission under these RFP specifications. The Respondent Acknowledgment form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB B. **Contractor Qualification form** (Pages 21-23 - Mandatory Form)
The Proposer shall complete and submit the Contractor Qualification form enclosed herein, to document that they are competent and have the necessary resources to fulfill the terms and conditions of this RFP. The Contractor Qualification form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB C. **References Form** (Page 24 - Mandatory Form)- The Proposer shall complete and submit the References form enclosed herein, to provide a minimum of three (3) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with proposal. The References form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB D. **Experience Form** (Page 25 - Mandatory Form)- The Proposer shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Proposer's experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB E. **Project Plan** (Created by Vendor - Mandatory Submission)
1. Demonstration of Understanding
2. Approach
3. Experience and ability

TAB F. Price Proposal (Created by Vendor - Mandatory Submission)

TAB G. Addendum Forms (Mandatory Submission - if applicable)

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

FWC CONTRACT MANAGER
The FWC employee identified below is designated as Contract Manager and shall perform the following on behalf of the FWC:

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

The FWC Contract Manager is:

Florida Fish & Wildlife Conservation Commission
James Kelly, Contract Manager
5300 High Bridge Road
Quincy, Florida 32351
(850) 717-8738
james.kelly@myfwc.com

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

Each evaluation committee member’s score for each Proposal will be added and averaged to determine the final score for each Proposal. The proposal with the highest score shall be awarded the contract.

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

EVALUATION CRITERIA
A. General
   1. The Commission reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be submitted initially in the most favorable manner.
2. A non-responsive proposal shall include, but not be limited to, those that: a) are irregular or are not in conformance with the requirements and instructions contained herein; b) fail to utilize or complete prescribed forms; or c) have improper or undated signatures. **A NON-RESPONSIVE PROPOSAL WILL NOT BE CONSIDERED.**

3. The Commission may waive minor informalities or irregularities in the proposals received where such are merely a matter of form and not substance, and the corrections of which **ARE NOT PREJUDICIAL** to other respondents.

B. Scoring

Up to 100 points shall be awarded based on the categories outlined below.

1. **Prior and Related Experience** – **Total 25 Point Value**
   Proposer's prior business experience as it relates to this project. Consideration shall be given to both the extent and type of prior experience by the Proposer.

2. **Project Plan** – **Total 55 Point Value**
   A. Demonstration of Understanding
   B. Development of a Thorough Project Management Plan
   C. Experience and Qualifications

3. **Price** - **Total 20 Point Value**

**ECONOMY OF PRESENTATION**

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

**POSTING OF PROPOSAL TABULATION**

Proposal Tabulation, with recommended award, will be posted for review by interested parties on the Vendor Bid System’s internet site ([http://vbs.dms.state.fl.us/vbs/main_menu](http://vbs.dms.state.fl.us/vbs/main_menu)) on or about the date indicated in the calendar of events, and will remain posted for a period of seventy-two (72) hours, which does not include weekends or state observed holidays. Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Section, Florida Fish & Wildlife Conservation Commission, 620 S. Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.57(3), Florida Statues.

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

**CONTRACT**

This RFP, the successful proposer’s response, and the Direct Order/Written Agreement, shall form the contract between the parties. In the event there is any disagreement between the documents, the parties shall refer first to the Request for Proposal then to Vendor’s response. The Commission reserves the right to revise the Direct Order/Written Agreement as necessary to meet the requirements of this RFP.

**VERBAL INSTRUCTION PROCEDURE**

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

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

**NOTICE TO PROCEED**
The vendor may begin work once it has received an official written Notice to Proceed from the Contract Manager.

**CERTIFICATE OF CONTRACT COMPLETION**
The Contract Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Contract Manager a notarized Certificate of Contract Completion (Attachment A) and the contract shall be deemed completed upon the issuance date of such Certificate.

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

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

**PERFORMANCE AND MONITORING**
The CONTRACTOR shall perform the services described in the Scope of Work in 100% compliance with all of the Terms and Conditions of this Contract. The Commission’s Contract Manager and/or his designee will monitor the Contractor’s service delivery to determine if the Contractor has achieved the required level of performance. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. If the Commission determines that the Contractor failed to meet any of the Terms and Conditions of this Contract, the Contractor will be sent a formal written contract notice. Within ten (10) days of receipt of notice the Contractor shall provide with Commission with a formal written Corrective Action Plan in response to all noted deficiencies. The Contractor shall correct all identified deficiencies within forty-five (45) days of notice. The Commission may conduct follow-up monitoring at any time to determine compliance based on the submitted Corrective Action Plan. Failure to meet 100% compliance with all of the Terms and Conditions of this Contract or failure to correct the deficiencies identified in the notice within the time frame specified may result in liquidated damages, and/or termination of this Contract in accordance with the Termination section.

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

**FINANCIAL CONSEQUENCES**
If the Contractor materially fails to comply with the terms and conditions of this RFP, including any Federal or State statutes, rules or regulations applicable to this RFP, the Commission shall take one or more of the following actions, as appropriate for the circumstances:

   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.

**PERMITTING**

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

**LICENSURE**

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

**INSURANCE REQUIREMENTS**

1. **Workers’ Compensation**

   To the extent required by law, the Contractor will either be self-insured for Worker’s Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers’ Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of his 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. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

2. **Vendor’s Public Liability and Property Damage Insurance**

   The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance as shall protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor’s agents or employees in the amount that such insurance shall be the minimum limit as follows:

   1. Bodily Injury Liability - $300,000 each incident
   2. Property Damage Liability (other than automobile) - $100,000 each incident
The vendor hereby agrees to indemnify and hold the Commission harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

The Commission shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

The Contractor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

**DAMAGES TO STATE PROPERTY**

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

Should any historical or cultural artifacts be uncovered the vendor shall immediately halt work and notify the Contract Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

**SUBCONTRACTS**

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor may, upon receiving prior written consent from the Contract Manager, enter into written subcontract(s) for performance of certain functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

**TERMINATION FOR DEFAULT**

This contract shall terminate immediately upon the Commission giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or breach of this contract. If this contract is terminated because of failure on part of the Contractor to fulfill his/her undertakings under this contract, the Commission may order the contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon such order and completion of work by the Commission, the Contractor shall be liable to the Commission for any excess cost occasioned to the Commission thereby.

In such an event, the Contractor may be found in default and removed from the Department of Management Services’ approved Vendor list as per 60A-1.006 of the Florida Administrative Code; it is also possible the company may be removed from the State of Florida’s approved Vendor list.

**TERMINATION FOR CONVENIENCE**

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

Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.
FAMILIARITY WITH LAWS
The Vendor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The vendor shall comply with all laws and rules applicable to the vendor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Vendor will in no way relieve him from responsibility.

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

By acceptance of this contract, the Contractor warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor, and that the Contractor shall comport with Chapter 287, F.S., and all other applicable rules and laws.

Unless otherwise provided herein, the Commission will not reimburse the Contractor for any non-expendable equipment or personal property for use by the Contractor to perform services under this Contract.

RELATIONSHIP OF THE PARTIES
The parties agree that there is no conflict of interest or any other prohibited relationship between the Vendor/Contractor and the Commission.

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

EMPLOYMENT ELIGIBILITY VERIFICATION
The Contractor shall enroll in and use the U.S. Department of Homeland Security’s E-Verify Employment Eligibility Verification System (http://www.uscis.gov/portal/site/uscis) to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract.

The Contractor shall include in any subcontracts for the performance of work or provision of services pursuant to this Contract the requirement that the subcontractor use the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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).

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

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

**DISCRIMINATION**
An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases or real property to a public entity, may not award or perform work as a Vendor/Contractor, supplier, Subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

**PUBLIC ENTITY CRIMES**
In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, Vendor/Contractor, supplier, subcontractor, consultant or by any other manner 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 36 months from the date of being placed on the convicted vendor list.

**PRIDE**
It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract may be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), F.S. The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.
12425 28th Street North
St. Petersburg, Florida 33716
Phone (727) 572-1987

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

**CERTIFICATE OF PARTIAL PAYMENT**
The Vendor will be required to complete a Certificate of Partial Payment form to receive partial payments if such provision is included in the contract or purchaser order. This form must be submitted to the Contract Manager with each invoice requesting partial payment. The Contract Manager shall supply copies of these forms to the Vendor upon request. A minimum of ten percent (10%) of the total project cost shall be held back for final payment. Final payment will only be made once the Commission Contract Manager has agreed to project completeness.

**CERTIFICATE OF CONTRACT COMPLETION**
The Contract Manager shall conduct a final inspection of the work to determine if completion has occurred. Upon satisfactory completion of the work, the Contractor shall send the Contract Manager a notarized Certificate of Contract Completion (Attachment A) and the contract shall be deemed completed upon the issuance date of such Certificate.

**PAYMENT OF FUNDS**
The Commission shall pay the Vendor for satisfactory service upon submission of invoices, accompanied by required reports or deliverables, and after acceptance of services and deliverables in writing by the
Commission’s Contract Manager. Each invoice shall include the Commission Contract Number and the Vendor’s Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The Commission shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Accounting Office.

PROMPT PAYMENT CLAUSE
Section 215.422, F.S. provides that agencies have 5 working days to inspect and approve goods and services, unless RFP specifications or the P.O. specifies otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Comptroller pursuant to Section 55.03, F.S., will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at 850/488-3323 or Purchasing Office at 850/488-3427. Payments to health care providers for hospitals, medical or other health care services, shall be made not more than 35 days from the date of eligibility for payment is determined, and the daily interest rate is 0.03333%. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payments from a State agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

VENDOR REGISTRATION
Each vendor desiring to do business with the State through the on-line procurement system is pre-qualified to do so, and shall register, unless exempted, in the MyFloridaMarketPlace system. Respondent agrees to self-register for MyFloridaMarketPlace. For more information and to register please go to https://vendor.myfloridamarketplace.com and navigate to the Online Vendor Registration section under Vendors.

The address the company has registered under has to be the address listed on the response, and has to be the address entered on the Respondent Acknowledgment form in order for the response to be valid. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website above. Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at 866-FLA-EPRO, (866-352-3776) or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

VENDOR TRANSACTION FEES
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(23), Florida Statutes (2002), all payments, unless exempt under Rule 60A.1.030(3), F.A.C., shall be assessed a Transaction Fee of one percent (1.0%), which the vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to Rule 60A.1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

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

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

As provided in Chapter 60A-1.047, F.A.C., and Section 287.042(16)(a) 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 Vendor's consent.

Other State of Florida governmental entities and eligible users may also request of the Vendor to be able to use this contract. If the Vendor 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.

**PUBLIC RECORDS OF NONGOVERNMENT CONTRACTORS**

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

**PUBLIC RECORDS**

The Commission reserves the right to unilaterally cancel this contract 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 contract.

**RECORD KEEPING REQUIREMENTS**

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principles. The Contractor shall allow the Commission, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the Contractor shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

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

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

**RIGHTS IN PROPERTY, COPYRIGHTS, AND INVENTIONS**

The Commission reserves the right to determine the disposition of its title and rights to any inventions and/or processes that may result from any experimental or developmental research performed under this Contract. If Federal funding is involved in support of this Contract, the Federal Government may reserve ultimate jurisdiction over title and right privileges.
Regardless of title or ownership of the products and materials developed under this Contract, the Commission and the State of Florida shall reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for non-competing governmental purposes. If Federal funding is involved in support of this Contract, the Federal Government shall also reserve a royalty-free, nonexclusive, irrevocable right to reproduce, publish, or otherwise use said work for governmental purposes.

Should the Contractor cease providing services hereunder to FWC, as a result of termination, expiration or in any other manner, FWC shall retain an unlimited license in all video, world wide web (WWW) sites, and printed materials created as a result of this Project whatsoever for further research, educational purposes, for publication, to provide access required by Florida’s public records law or any other purpose related to FWC’s duties under law.

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

JURY TRIAL WAIVER
As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

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://www.sunbiz.org/index.html](http://www.sunbiz.org/index.html) or [http://www.dos.state.fl.us/](http://www.dos.state.fl.us/).

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

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


RELATIONSHIP OF THE PARTIES
The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
The parties agree that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.
Figure 1. Draft Deer Management Units.
Figure 2. Management Zones A-D were designated as such based on similar deer breeding chronology. Hunting season timing differs by zone.
FWC 12/13-22
CONTRACTOR QUALIFICATION FORM

The Vendor is a:

- Corporation □
- Individual □
- Non Profit □
- Partnership □

Name of Vendor __________________________________________________________________________
Principal Office Address _________________________________________________________________
___________________________________________________________________________________________
___________________________________________________________________________________________

Official Representative __________________________________________________________________

The Vendor identified herein shall mean the individual, representative/president of the non-profit organization, the partnership itself, or if a corporation, the corporation itself.

1. Each Vendor must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States. Proof of same must be provided. If a new corporation is to be formed, provide full information as may be required.

2. Each Vendor must certify, and proof may be required, that it can carry out all the conditions required of it.

ADDITIONAL LEGAL REQUIREMENTS
All corporations seeking to do business with the State shall, at the time of contract execution 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 proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. To be eligible for consideration, each corporation shall have inserted its corporate charter number in the space provided on the “Request For Proposal Contractual Services Acknowledgment Form”, or, if applicable, have attached to its proposal a signed statement to the effect that said corporation is exempt from the above-described requirements of Chapter 607, Florida Statutes, and set forth particular reason(s) thereof.

If a corporation, answer the following:

When incorporated _________________________________________________________________
In what State _________________________________________________________________

If a foreign corporation, date of registration with Florida Secretary of State, and name and address of Resident Agent

___________________________________________________________________________________________

Operating Officers
President’s Name _________________________________________________________________
Address _________________________________________________________________________________________
_________________________________________________________________________________________________

Phone ___________________________________________________________________________________________

Vice President’s Name ____________________________________________________________________________
Address _________________________________________________________________________________________
_________________________________________________________________________________________________

Phone ___________________________________________________________________________________________

Treasurer’s Name ________________________________________________________________________________
Address _________________________________________________________________________________________
_________________________________________________________________________________________________

Phone ___________________________________________________________________________________________

**Board of Directors**
Name ___________________________________________________________________________________________
Address _________________________________________________________________________________________
_________________________________________________________________________________________________

Name ___________________________________________________________________________________________
Address _________________________________________________________________________________________
_________________________________________________________________________________________________

Name ___________________________________________________________________________________________
Address _________________________________________________________________________________________
_________________________________________________________________________________________________

Name ___________________________________________________________________________________________
Address _________________________________________________________________________________________
_________________________________________________________________________________________________

If an Individual, Non-Profit, or Partnership, answer the following:

Date of organization ______________________________________________________________________________
General or limited partnership ____________________________________________________________________

Name and address of each Partner:

Name ___________________________________________________________________________________________
Address _________________________________________________________________________________________
_________________________________________________________________________________________________

Name __________________________________________
Address __________________________________________
_________________________________________________________________________________________________

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The Contractor understands that information contained in the *Contractor Qualification Form* is to be relied upon by the Commission, and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualification and stability of the Contractor, as may be required by the Commission.

The Contractor understands that the Commission has the right to verify the information submitted and to seek any additional information relating to Contractor qualifications and stability.

**Authorized Signature:**

____________________________________________________________

Print Name _________________________________________________

Date ________________________________

A minimum of three (3) references from persons or firms for whom the respondent has performed similar jobs as per the specifications in this RFP must be supplied with the response. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the vendor’s response. Provide a description (scope of work) of each job.

NAME OF COMPANY: ________________________________________________________________________________________________

CONTACT PERSON: __________________________________________________________________________________________________

ADDRESS: _________________________________________________________________________________________________________

CITY/STATE/ZIP: _____________________________________________________________________________________________________

TELEPHONE NUMBER: (____)_______________ E-MAIL ADDRESS: _____________________________________________________

JOB DATE(S): ______________________________________________________________________________________________________

DESCRIPTION (SCOPE OF WORK): ____________________________________________________________________________________

____________________________________________________________________________________________________________________

**********************************************************************************************************************

NAME OF COMPANY: ________________________________________________________________________________________________

CONTACT PERSON: __________________________________________________________________________________________________

ADDRESS: _________________________________________________________________________________________________________

CITY/STATE/ZIP: _____________________________________________________________________________________________________

TELEPHONE NUMBER: (____)_______________ E-MAIL ADDRESS: _____________________________________________________

JOB DATE(S): ______________________________________________________________________________________________________

DESCRIPTION (SCOPE OF WORK): ____________________________________________________________________________________

____________________________________________________________________________________________________________________

**********************************************************************************************************************

NAME OF COMPANY: ________________________________________________________________________________________________

CONTACT PERSON: __________________________________________________________________________________________________

ADDRESS: _________________________________________________________________________________________________________

CITY/STATE/ZIP: _____________________________________________________________________________________________________

TELEPHONE NUMBER: (____)_______________ E-MAIL ADDRESS: _____________________________________________________

JOB DATE(S): ______________________________________________________________________________________________________

DESCRIPTION (SCOPE OF WORK): ____________________________________________________________________________________

____________________________________________________________________________________________________________________

**********************************************************************************************************************

VENDOR NAME                                                         AUTHORIZED SIGNATURE
EXPERIENCE FORM

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

EXPERIENCE:

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
Dates of Experience: _____________ TO ____________
*************************************************************************************************

EXPERIENCE:

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
Dates of Experience: _____________ TO ____________
*************************************************************************************************

EXPERIENCE:

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
Dates of Experience: _____________ TO ____________
*************************************************************************************************

EXPERIENCE:

_________________________________________________________________________________________________
_________________________________________________________________________________________________
_________________________________________________________________________________________________
Dates of Experience: _____________ TO ____________
*************************************************************************************************

VENDOR NAME ___________________  AUTHORIZED SIGNATURE ____________________
TASK ASSIGNMENT NOTIFICATION FORM
FWC CONTRACT NUMBER XXXXX

Task Assignment Number: ___________________________ Date: _______________________

Contractor Name: _________________________________

Contractor Representative Name: _____________________

Contractor Representative Telephone Number: _______________________

FWC Contract Manager: ________________________________

Task Description: ___________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

Deliverables (include due date for each): __________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

Period of Task Performance: Task Assignment Execution through ______________________________

Task Assignment Payment Type: AMOUNT NOT TO EXCEED:

Fixed Price: $ _________________

Estimated Costs: $ _________________

Estimated Total Task Value: $ _________________

Please note: The FWC Contract Manager must give prior written approval before any additional/unexpected repairs are made. The estimated total task value cannot be exceeded.

Approvals:

_________________________________________________________________________

Contractor Representative Date FWC Contract Manager Date

cc: FWC Contracts Section
    FWC Accounting Services Section
FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION
CERTIFICATES OF CONTRACT COMPLETION

Project: _______________________________________________________________________________________
Contractor: ____________________________________________________________________________________
Cont # or DO #: ________________________________________________________________________________
FEID #: _____________________________________________________ (Or Social Security #)
Contract Date: ____________________                     Total Amount $________________________

CONTRACTOR’S AFFIDAVIT

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

CONTRACTOR
_______________________________________
Name:
Title:

NOTARY

STATE OF: ________________________________________________
COUNTY OF: ______________________________________________
Personally appeared before me this _________ day of ________________________________, 20 _______
_______________________________________________________________, known (or made known) to me to be
the __________________________________________________________________________________________________
(Owner)    (Partner)           (Corporate Officer-give title)
of _____________________________________________________________________________________, Contractor (s), who subscribed and
swore to the above instrument in my presence.

Personally known Or Produced
Identification _________       Notary Public                  (Seal)
Type of Identification Produced
My Commission Expires:

CERTIFIED COMMISSION’S CERTIFICATION

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

Contract Manager: _________________________________ Division/Office: ________________________________
Signature: ____________________________________ Title: ________________________________
Date: ________________________________
Working with the public to develop goals for Deer Management Units in Florida

June 28, 2012

Introduction: Deer are the most popular game species in Florida. Florida’s deer herds and habitats are unique among the rest of the United States. Habitat quality and reproductive potential of deer in Florida are lower than adjacent states. The variation in breeding dates of white-tailed deer in Florida is also unmatched by any other state. Florida’s subtropical climate and highly weathered soils are likely responsible for these differences and provide unique challenges to deer management.

Management challenge: As outlined in the Strategic Plan for Deer Management in Florida, Deer Management Units (DMUs) are being developed to help manage Florida’s deer populations on a local level to increase the resolution of our ability to meet the needs and desires of the public. A DMU is an area within the state that is based on habitat and deer breeding chronology. Deer populations within DMUs should have similar characteristics (i.e. reproductive potential, body size, breeding chronology, antler potential, etc). The current draft DMU model being considered by the Deer Management Standing Team contains 11 units and 4 zones. DMUs could be used as a basis for geographically specific (1) population goals, (2) antlerless harvest (doe days and/or permits), (3) potential antler restrictions, and (4) data collection to monitor this type of management.

Key stakeholders and their stakes in the issue are as follows:

Hunters – any potential changes associated with deer will impact hunters; this is the largest and most active stakeholder group concerned with deer.

Non-hunting citizens – mostly enjoy the presence of deer and may desire to protect them or may be dealing with negative impacts associated with deer (garden damage, ornamental plant damage, vehicle collisions, etc).

Farmers – want to minimize deer impacts on crops.

Foresters – want to protect forest crops.

Small land owners – may want lots of deer or may want fewer deer; may benefit from leasing revenue associated with hunting deer or may hunt deer themselves.

Large land owners – may want lots of deer or may want fewer deer; may benefit from leasing revenue associated with hunting deer; have control over large acreages of deer habitat.

Insurance industry – have an interest in deer numbers as more deer could result in more deer/vehicle collisions and more insurance claims.

Small business owners – many businesses in Florida are directly dependent on or partially benefit from money spent by hunters, particularly deer hunters. Small, rural towns benefit from new business associated with deer hunting.

Management history: Early reports from the late 1600’s reveal that white-tailed deer were quite numerous in Florida, however, by the mid 1700’s a sizable trade in deer hides was well under way. Localized declines in deer numbers were probably evident by the early 1800’s which may have prompted enactment of an 1828 territorial law prohibiting fire hunting west of the Suwannee River (Burr 1951). The development of Florida’s rail system in the late 1800’s and early 1900’s opened up much of Florida to commerce and settlement. Commercial and subsistence exploitation of deer no doubt increased dramatically during this period. Florida’s deer herd reached its lowest point near the end of the 1930’s, a fate shared by many other states. The concept of wildlife conservation was still in its infancy. Establishment of wildlife sanctuaries or refuges was a popular method of addressing the problem of rapidly vanishing wildlife. Game laws varied by county and were often difficult to enforce. In fact, enforcement of game laws outside the confines of established refuges was almost nonexistent. The advent of widespread automobile use brought with it the construction of roads providing unparalleled access to wildlife habitats. Timbering also provided truck trails and fire lanes deep into the forest where subsistence hunting by logging camps was not uncommon. To
make matters worse, a campaign to eradicate the cattle-fever tick (*Boophilus microplus*) saw the destruction of at least 10,000 deer in southern Florida from 1939-1941. The 1940’s saw the beginnings of Florida’s deer herd recovery. In 1941 the Florida Legislature passed the necessary assent legislation to participate in the Federal-Aid-to-Wildlife program created by the Pittman-Robertson (P-R) Act of 1937. Not only did participation in this program guarantee sizable sums of federal money each year for wildlife management, but it also ensured that hunting and fishing license fees could not be diverted from the Commission of Game and Fresh Water Fish. One of the first projects to be undertaken by the Commission with P-R funds was the restoration of white-tailed deer herds depleted by The Livestock Sanitary Board during its campaign to eradicate the cattle-fever tick. Also in 1941, the Florida Legislature proposed a constitutional amendment establishing a Game and Fresh Water Fish Commission with five members appointed to serve 5-year terms.

The birth of the Florida Game and Fresh Water Fish Commission also marked the birth of the Wildlife Management Area (WMA) system. The newly formed commission recognized that wildlife populations could only be restored and maintained on wildlife habitat. By 1951 deer numbers were believed to be between 45,000 and 50,000. The screw-worm, responsible for limiting growth of deer herds in south Florida was eradicated in 1958. During the decade of the 1960’s Florida’s deer herds experienced strong annual increases. Arrests for game violations increased 5-fold from the early 1940’s. Deer numbers were steadily increasing and annual deer harvest was over 40,000 animals. Sound wildlife and habitat management practices coupled with effective law enforcement caused deer numbers to continue growing throughout the decades of the 1970’s and 80’s. The year 1985 marked the first time in Florida’s recorded history that white-tailed deer harvest exceeded 100,000 animals. So successful was the return of the white-tailed deer that in some areas of the state female deer were legally harvested on an annual basis. Today deer harvest typically exceeds 100,000 animals annually.

**Political history:** Since deer are the most sought after game animal in Florida, there is the potential for any deer-related issue to raise substantial political controversy. This is also common in other states. There is a tradition of long seasons and liberal bag limits for deer hunting in Florida and this allows hunters to manage deer densities and to set other management goals (e.g. antler restrictions). The FWC manages over 5 million acres of public hunting areas. Management issues on some public hunting areas can be controversial. Further, while many hunters want more progressive deer management regulations, many others resist almost any change. It is important to involve the public in future management proposal relating to deer in order for it to be successful. DMUs have been used in many other states with varying degrees of success. We anticipate that there will be considerable interest and concern when we begin the process of developing management plans for individual DMUs.

**Policy history:** DMUs are a new concept for managing deer in Florida. Staff have been working on DMU concepts for several years, but have not yet formally introduced these to the public or linked any policies or regulations to DMUs. We plan to begin the formal process of developing DMU management goals in 2012.

**Research history and science available:** Deer are the most studied animal in North America. Much information exists on deer and deer management. However, we do not currently have information as to public preferences regarding deer and deer management options by DMU. As part of the DMU development process, we plan to gather public input to get a better understanding as to what our stakeholders desire in regards to the deer population within each DMU. Other management options may also be considered (e.g. antler restrictions).

**Agency capacity:** FWC has sufficient funding for the necessary public outreach and research. This revenue is generated by the sale of a $5 Deer Permit.

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**Action Plan for Implementing DMUs**

The Deer Team recommends that we begin to implement DMUs with Zone D (currently divided into 2 DMUs). We would move onto other zones/DMUs once we have completed the goals and objectives for the Zone D DMUs. Due to limited staff resources and other ongoing projects, only DMUs within Zone D will be focused on until completion of a management plan. The timeline for developing management plans for other zones and their DMUs will be determined near the end of the Zone D process (April 2013).

**Phase 1: Education**
In-Reach – Develop a short (2 pages or so) summary on what DMUs are about and how we plan to develop goals using public input. Need to communicate how we plan to get public input (surveys, public meetings, online comments and advisory groups). This communication piece should be shared broadly with staff and with Commissioners via email.

Out-Reach – Develop DMU website with information regarding what DMUs are about and how we plan to develop goals using public input. Website should list all opportunities for providing input and include a timeline.

Mail a post-card and do an email blast to all licensed hunters that have deer hunting privileges with a short description of the DMU process and include link to website where they may go for additional information. Send same message to farmers (depredation permittees)? To stakeholder list maintained by FWC (check with Tony Young; including nonconsumptive users)? Send same information to large landowners via email? Post same information on major online hunting forums? Insurance companies? Small business owners (outfitters)? Get postcards to officers and biops in the field so they can hand out? Antlerless deer permittees?

Send out news release detailing DMU process, timeline and where more information may be found (website). Focus on Zone D.

Phase 2: Gathering Public Input

Surveys – Conduct scientifically valid surveys to get baseline information from hunters, farmers and the general public (nonhunting/nonfarming). Surveys could be used to determine management concerns, issues and general thoughts stakeholders may have about deer for each DMU. The surveys could identify top public priorities for a DMU. These could be further developed at public meetings, through open internet surveys and/or DMU assistance groups. Surveys would focus on DMUs that are being worked on and would not be a statewide survey.

Public Meetings – Host facilitated public meetings to present a general background on DMUs, results from surveys and discuss options for DMUs of interest. Participants would be encouraged to complete a survey at the end of the meeting which may have a question asking if they have an interest in participating in an assistance group. Explore possibility of hosting online public meetings.

Web Interaction/Online Commenting – Develop an automated presentation with a follow-up survey/comment option. Explore possibility of hosting online public meetings.

Summary Report – A summary report would be developed by the Deer Team that would include a compilation of information gathered during the public input process along with summary of key findings. The report may or may not provide direction for how to address or respond to particular issues or concerns identified by the public.

Phase 3: Developing Goals for DMUs based on Public Input

Option 1: Technical Assistance Group(s) – A stakeholder group (one for Zone D to cover both DMUs) would be chartered to review the staff summary report and any other pertinent information related to deer and deer management within the DMUs of interest. This group, with assistance from the FWC (facilitator and subject matter experts), would provide a report that would identify what the group believed were the key issues for each DMU under their purview and develop suggestions on how to address these issues, including possible rule changes. This report would be reviewed and considered by the Deer Team and the Northwest Regional Leadership Team (NWRLT). The Deer Team, with input from the NWRLT, would determine how best to proceed with the DMU Technical Assistance Group recommendations. Goals and recommendations would be shared with the public to gauge public support (surveys, web forums and/or public meetings) and would also be subject to review by the Deer Management Technical Assistance Group (DMTAG). Any possible rule changes would be subject to Commission approval. Efforts should be made to include farmers, foresters, hunters, landowners, conservationists, the tourism industry, and motorists on the technical assistance group. Rule changes may or may not be needed as a means to reach goals.
**Option 2: FWC Staff** – A stakeholder group would NOT be chartered. Deer Team staff in coordination with the NWRLT would review the staff summary report (compilation of information gathered during the public input process along with summary of key findings) and any other pertinent information related to deer and deer management within the DMU of interest. Deer Team staff in coordination with the NWRLT would develop suggestions on how to address any issue identified in the summary report, including possible rule changes. Recommendations would be shared with the public to gauge public support (surveys, web forums and/or public meetings) and would be subject to review by the Deer Management Technical Assistance Group (DMTAG). Any possible rule changes would be subject to Commission approval. However, we may or may not need rule changes as a means to reach goals.

**Phase 4: Get Commission support for Goals**

Upon completion of goals and objectives for Zone D, Deer Management Program staff would advise Commissioners of the progress made and seek their approval to begin working on policy/rule changes needed to accomplish the goals and objectives.

**Timeline:**

April 20, 2012 - DMU Action Team meeting
May 25, 2012 – DMTAG meeting
May 31, 2012 – FWC Deer Team meeting
June 7, 2012 – FWC Northwest Regional Leadership Team meeting
June 27, 2012 – Post RFP document to solicit vendors for survey work
June 28, 2012 – FWC Deer Team meeting
July 24, 2012 – Closing date for RFP
Late July and/or early August, 2012 – Mail out postcard to all deer hunters about DMU process and other updates and where to go for more info (website).
August 8, 2012 – FWC Deer Team meeting
August 15, 2012 – Award contract for survey work
September 19, 2012 – FWC Deer Team meeting
October 25, 2012 – FWC Deer Team meeting
October 31, 2012 – Completed survey reports due from vendor
December 6, 2012 – FWC Deer Team meeting
December, 2012 – Host 3 public meetings within Zone D (Tallahassee, Marianna or Panama City and Pensacola)
January 8, 2013 – Zone D Technical Assitance Group meeting 1
January 17, 2013 – FWC Deer Team meeting
January 22, 2013 – Zone D Technical Assitance Group meeting 2
February 5, 2013 – Zone D Technical Assitance Group meeting 3 (last meeting)
February 20, 2013 – FWC Deer Team meeting

March 29, 2013 – Completed Zone D deer management plan due; Begin rule promulgation process if warranted.

April 8 to May 3 – Public comment period for Zone D management plan

April 10, 2013 – FWC Deer Team meeting; Evaluate DMU process used for Zone D and develop plan to proceed with other DMUs

May 22, 2013 – FWC Deer Team meeting; review revised draft of Zone D management plan

May 24, 2013 – Revised draft of Zone D management plan due (if warranted based on public comments)

June 19, 2013 – Zone D update to Commission; seek approval to bring possible rule changes forward in September.

July 17, 2013 – FWC Deer Team meeting

August 22, 2013 – FWC Deer Team meeting

September 5, 2013 – Zone D draft DMU rules

October 3, 2013 – FWC Deer Team meeting

November 20, 2013 – Zone D final DMU rules; Any rules approved would apply beginning with the 2014-2015 season in Zone D.
During the Contract term, if the Customer becomes aware of better documentation identifying the proposed (1) starting and ending dates of the promotion, (2) a change in market conditions, a Contractor may conduct sales promotions involving price of large single orders. Customers should seek to negotiate additional price concessions on new orders. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, the Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor’s authorized product and price list shall clearly and separately identify any additional equipment, materials, or services required by the installation. The installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes all labor, rigging, and materials, which are required to install the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If installation, alteration, dismantling, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Unless otherwise designated on the Contract or purchase order, the Contractor’s authorized product and price list shall clearly and separately identify any additional equipment, materials, or services required by the installation. The installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes all labor, rigging, and materials, which are required to install the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If installation, alteration, dismantling, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 66A-1.032, F.A.C.

15. Invoicing and Payment. Funds payments within the State are made through the Florida Automated Payment System (FLAPS) (or its successor). The Contractor shall provide the Customer with a copy of the carrier’s Bill of Lading and damage inspection report. When a Customer rejects a product, the Contractor shall remove it from the premises within ten days after notification or rejection. Upon notification rejection, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as it deems proper. The Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

16. Taxes. Contractor employees, subcontractors, and other agents. Contractors shall identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals. Americans with Disabilities Act. Contractors shall comply with the Americans with Disabilities Act and all other federal, state, and local laws and regulations relating to access to public facilities and buildings. Contractors shall provide barrier-free access to public facilities and buildings.

17. Governmental Restrictions. Lobbying and Integrity. Contractors shall not engage in any activity that is prohibited by law.

18. Severability. The definitions contained in s. 6DA-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) 'Contract' means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) 'Customer' means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The 'Customer' may also be the 'Buyer' as defined in the PUR 1001 if it meets the definition of both terms.

(c) 'Product' means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) 'Purchase order' means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

(e) 'Contractor' means the party to the Contract that is obligated to perform.

(f) 'Contractor' means the party to the Contract that is obligated to perform.

(g) 'Contractor' means the party to the Contract that is obligated to perform.

(h) 'Contractor' means the party to the Contract that is obligated to perform.

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(y) 'Contractor' means the party to the Contract that is obligated to perform.

(z) 'Contractor' means the party to the Contract that is obligated to perform.

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Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor, and such return is postmarked by the Contractor no later than forty-five (45) days after the date such item(s) were shipped to the Customer. Any such return will be refused if not returned in good condition, uncontaminated, or otherwise damaged and unacceptable. If such return is accepted by the Contractor, payment for such item(s) shall be refunded when the item is returned and no later than forty-five (45) days after receipt of such item(s). The Contractor's failure to perform or to comply with any provisions of this section, or to provide the Contractor's prompt notice to the Contractor, shall be subject to a penalty of 10% of the invoice amount. The Contractor shall be liable for any such failure to perform, or any delay in payment, except as otherwise provided in the next paragraph.

The Contractor agrees to provide electronic invoices in lieu of paper-based invoices for all transactions processed through the system. Electronic invoices shall be submitted to the Contractor through the VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C. The Contractor agrees to process and distribute such invoices in a timely manner, and to provide the Contractor with such information as the Contractor may reasonably request in connection with such invoices. The Contractor shall not be liable for any delays in processing or distributing such invoices, or for any errors in the processing or distribution of such invoices, except as otherwise provided in the next paragraph.

Failure to comply with any provision of this section shall result in a penalty of 5% of the invoice amount, provided, however, that the Contractor's failure to comply with any provision of this section, or to provide the Contractor with a timely notice of such failure, shall be subject to a penalty of 10% of the invoice amount. The Contractor shall be liable for any such failure to comply, or any delay in payment, except as otherwise provided in the next paragraph.

The Contractor agrees to provide electronic invoices in lieu of paper-based invoices for all transactions processed through the system. Electronic invoices shall be submitted to the Contractor through the VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C. The Contractor agrees to process and distribute such invoices in a timely manner, and to provide the Contractor with such information as the Contractor may reasonably request in connection with such invoices. The Contractor shall not be liable for any delays in processing or distributing such invoices, or for any errors in the processing or distribution of such invoices, except as otherwise provided in the next paragraph.

Failure to comply with any provision of this section shall result in a penalty of 5% of the invoice amount, provided, however, that the Contractor's failure to comply with any provision of this section, or to provide the Contractor with a timely notice of such failure, shall be subject to a penalty of 10% of the invoice amount. The Contractor shall be liable for any such failure to comply, or any delay in payment, except as otherwise provided in the next paragraph.
state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract. Contract terms, including substitution of product, shall be valid or binding against the Contractor or its agents, distributors, resellers, subcontractors, or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations, or other matters relating to the provision of goods, materials or services purchased in connection with the Contract. The Contractor shall cooperate in, a security background check or otherwise assess any agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall cooperate with all controlling laws and regulations relevant to the business, including federal laws and regulations, and all state and local laws, and any other legal or financial condition, that would in any way prohibit, restrict, or diminish the Contractor's ability to perform the Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or federal government.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrict, or diminish the Contractor's ability to perform the Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or federal government.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designated by the person to whom notice is directed. All notices required or permitted to be given under the Contract shall be in writing, if otherwise designated by the person to whom notice is directed. All notices required or permitted to be given under the Contract shall be in writing, if otherwise designated by the person to whom notice is directed. Any notice delivered by courier service shall be considered delivered when the courier service receipt is signed by the person to whom notice is directed. Any notice delivered by personal delivery shall be considered delivered when the person to whom notice is directed signs the notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in section 17.011, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.01 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "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 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the 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.pridefl.com.

41. Products Available from the Blind or Other Handicapped. Section 413.036(2), F.S. requires the following statement to be included in the solicitation: "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 of the Florida Statutes (PRIDE) 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.pridefl.com.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Contractor. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or purchase constitutes acceptance of the terms and conditions as modified by the Contractor.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between the Customer and the Contractor. No oral agreements or representations shall be valid or binding against the Customer or the Contractor. No alteration or modification of the terms of the Contract shall be binding on the State if the underlying contract expires prior to the effective date of the renewal. The Contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

44. Voiding of Contract. If the underlying contract expires prior to the effective date of the renewal, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the 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.pridefl.com.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
1. Definitions. The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) “Buyer” means the entity that has released the solicitation. The “Buyer” may also be the “Customer” as defined in the PUR 100 if that entity meets the definition of both terms.

(b) “Procurement Officer” means the Buyer’s contracting personnel, as identified in the Introductory Materials.

(c) “Respondent” means the entity that submits materials to the Buyer in accordance with these Instructions.

(d) “Response” means the material submitted by the respondent in answering the solicitation.

(e) “Timeline” means the list of critical dates and actions included in the Introductory Materials.

2. General Instructions. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein before preparing responses. Generally, “Submit Response” button (or other similar symbol or process) attached to or logically connected to the electronic solicitation requires a definite confirmation or acknowledgement.

3. Electronic Submission of Responses. Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the “Submit Response” button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

4. Terms and Conditions. All responses are subject to the terms of the following sections of the Solicitation:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent’s response. In 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.

5. Questions. Respondents shall address all questions regarding this solicitation to the Procurement Officer or to any Buyer personnel as noted in the Questions and Answers. Questions and Answers will be published on the O&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be reviewed in accordance with the Timeline. All questions submitted will be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information regarding the solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents actually noticed and received by a Buyer’s contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 19 of these Instructions.

6. Conflict of Interest. This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

7. Convicted Vendors. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, consultant or under a contract with any public entity;
- transacting business with any public entity in excess of the Category Two threshold amount ($25,000) provided in section 287.017 of the Florida Statutes.

8. Discriminatory Vendors. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;
- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

9. Respondent’s Representation and Authorization. In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so):

- The respondent is not currently under suspension or debarment by the State or any other governmental authority;
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted of or found liable for prohibited conduct in any law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract;
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract;
- The submission is made in good faith and not pursuant to any agreement or discussion with another firm or person to submit a complementary or other nonresponsive proposal;
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement, with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation and contract.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, auditor's representative, or similar capacity has been convicted of any contract crime involving fraud, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response;
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent’s preparation of its bid;
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Avoidance of the administrative and legal costs associated with the preparation and transmission of a formal protest shall not be considered as a contract on its face unenforceable or unlawful;
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent shall be diligent in its inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.

10. Manufacturer’s Name and Approved Equivalents. Unless otherwise specified, any brand name, trademark, catalog number, or product name as listed in a specification are descriptive, not restrictive. With the Buyer’s prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor may demonstrate comparable catalog numbers, including, but not limited to, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

11. Performance Qualifications. The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent’s responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent’s capability to fully satisfy the requirements of the solicitation and the contract.

12. Public Opening. Responses shall be opened on the date and at the location indicated on the Timeline. Responses received after the time and date indicated shall be considered late. The Buyer reserves the right to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least three business days prior to the public hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

13. Electronic Posting of Notice of Intended Award. Based on the evaluation, on the date indicated on the Timeline, the Buyer will electronically post a notice of intended award at http://fsc.state.fl.us/Business. Notice of award is delayed, in
lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

14. Firm Response. The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

15. Clarifications/Revisions. Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

16. Minor Irregularities/Right to Reject. The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

17. Contract Formation. The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

18. Contract Overlap. Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

19. Public Records. Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

20. Protests. Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code require that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation:

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

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation:

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

21. Limitation on Vendor Contact with Agency During Solicitation Period. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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