



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
2590 EXECUTIVE CENTER CIRCLE EAST, SUITE 100
TALLAHASSEE, FLORIDA 32301
(850)488-6551 TELEPHONE
(850)922-8060 FAX

INVITATION TO BID: FWC 16/17-14

TITLE: Cattle Grazing on Dinner Island Ranch Wildlife Management Area (WMA)

INVITATION TO BID/BIDDER ACKNOWLEDGMENT FORM

Purpose: The intent of this bid is to obtain competitive pricing to utilize cattle grazing, at reduced stocking levels, to manage plant community composition and structure. The purpose is to allow grazing of cattle on this Florida Fish and Wildlife Conservation Commission (FWC) managed property known as Dinner Island Ranch WMA, and expect the winning Contractor to follow the specifications of the Contract, per the specifications contained herein. Only responsive and responsible Contractors will be considered for award of this Invitation to Bid (ITB).

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

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

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

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

Name of Business: _____

Contact Person Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ E-Mail: _____

Federal Employer Identification Number (FEID): _____

The undersigned attest to the following:

"We understand all of the terms, conditions and the specifications contained herein and agree to abide by all of the terms, conditions and the specifications in their entirety.

Authorized Signature (Manual): _____

Authorized Signature Name (Typed) and Title: _____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 16/17-14

INVITATION TO BID CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
Bid Advertised	August 29, 2016	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
MANDATORY Pre-Bid Conference	September 6, 2016 @10:00 am.	See Pre-Bid Conference Clause
Deadline for Questions	Must be received PRIOR to: September 9, 2016 @ 5:00 p.m.	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	September 13, 2016	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
SEALED BIDS DUE (REMEMBER: Bid Number should be clearly marked on envelope)	Must be received PRIOR to: September 19, 2016 @ 3:30 p.m.	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Public Bid Opening	September 19, 2016 @ 3:30 p.m.	
Anticipated Date of Intended Award	September 21, 2016	Posted on the Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

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**FWC 16/17-14
GENERAL CONDITIONS**

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

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

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

Bids from Bidders shall include all necessary equipment to complete the job. The bidder is required to supply all specified documentation when submitting a bid for this project.

Please note:

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

TERMS AND CONDITIONS

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

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The following terms and conditions take precedence over the PUR1001 and PUR1000 forms where applicable. The Commission objects to and shall not consider any additional terms or conditions submitted by a Bidder or Contractor, including any appearing in documents attached as part of a Bidder's response. In signing and submitting its bid, a Bidder 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 bid, shall be grounds for rejecting a bid.

The terms and conditions of the **Sample Contract** hereby incorporated into this solicitation. Any contract resulting from this solicitation will include the terms and conditions of this solicitation and the terms and conditions contained in **Exhibit A**.

TERM

The contract will be effective October 30, 2016 or upon execution, whichever is later, until October 29, 2021.

Project shall be completed by the vendor by the Completion Date of October 1, 2021. 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 Completion Date. The Contract Manager and the Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

RENEWAL

The Commission has the option to renew this Contract for a period five (5) years after the initial Contract period upon the same terms and conditions contained herein. Pursuant to Sections 287.057(1)(a)2., and 287.057(1)(a)3., Florida Statutes, each Bidder 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 Bidder.

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

CONDITIONS AND SPECIFICATIONS

The bidder is required to examine carefully the conditions and specifications of this bid and to be thoroughly informed regarding any and all requirements of the conditions and specifications.

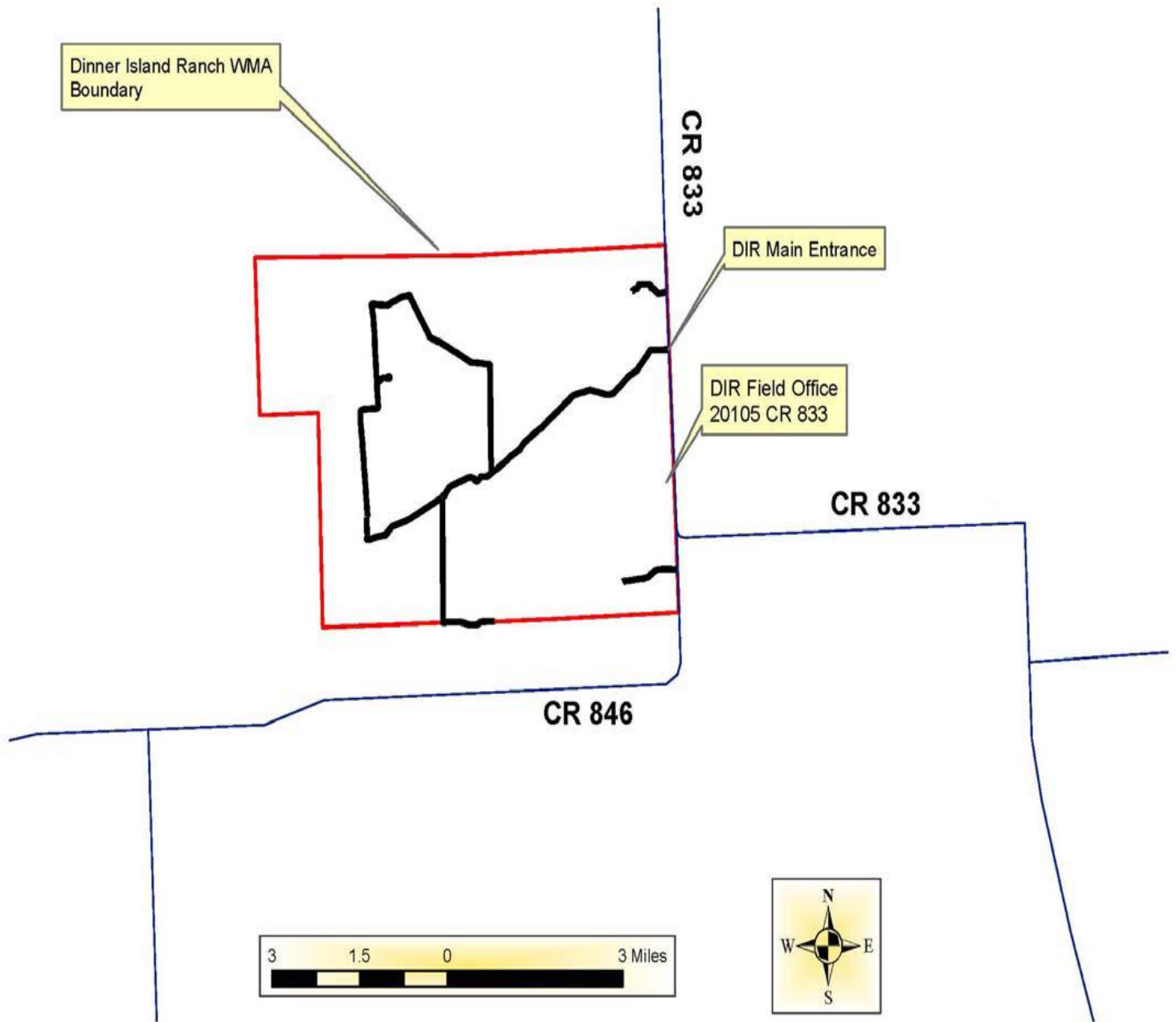
MANDATORY PRE-BID CONFERENCE/SITE VISIT MEETING

A mandatory Pre-bid Conference/Site Visit Meeting will be held at Dinner Island Ranch (WMA/WEA, etc.) on the date and time specified in the **Calendar of Events (Page 2)**. The purpose of the pre-bid conference/Site Visit Meeting is to discuss the contents of this ITB and to accept verbal questions from Bidders concerning the project. **(Bidders must attend this pre-bid conference in order to submit a bid. Failure to attend the entire conference, from the time it is called to order to the time it is adjourned, shall disqualify a potential bidder.)** The FWC will make a reasonable effort to answer verbal questions asked at the Pre-bid Conference/Site Visit, however, Bidders should clearly understand that verbal discussions held at the Pre-bid Conference/Site Visit shall not be binding on the FWC, and the FWC will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

Dinner Island Ranch Field Office - Pre-Bid Meeting Location Map. Driving Directions: Exit I-75 near Fort Myers exit, turn east onto SR 80. Follow SR 80 approximately 44 miles to CR 833. Turn south onto CR 833 and drive approximately 19 miles (if you get to the CR 833/CR 846 intersection you have gone 1/2 mile too far). Turn west onto the office driveway. Office is the first building on the left (next to a log cabin). The address is 20105 CR 833, Clewiston, FL 33440. **See Pre-Bid Meeting Location Map Located on Page 5.**

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PRE-BID MEETING LOCATION MAP



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DEADLINE FOR QUESTIONS

Any questions from Bidders that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 2)**. Questions may be sent via e-mail, hard copy by mail, or facsimile. It is the responsibility of the bidder to confirm receipt of questions if needed.

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

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Bryan Tucker, Procurement Manager
2590 Executive Center Circle East, Suite 100
Tallahassee, Florida 32301
Phone: (850) 488-6551
Fax: (850) 922-8060
Bryan.tucker@myfwc.com

LIMITATION ON BIDDER CONTACT DURING SOLICITATION PERIOD

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

BIDDER SPECIFICATION INQUIRIES

If the specifications of this Invitation to Bid (ITB) could restrict potential Bidder competition, the Bidder has 72 hours within which to request to the Commission that the specification(s) be changed. The Contract Administrator must receive the written request within 72 hours after the posting date of the ITB.

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

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

It is up to the bidder to ensure that everything is included as required by the Commission's Purchasing Office. It is not the Commission's responsibility to mail or fax any forms to a potential Contractor. Bid packet information may also be requested from the Commission's Purchasing Section by calling (850) 488-6551 or by FAXING a request to (850) 922-8060. Please have bid number and Bidder information available when requesting any information.

BID OPENING LOCATION

The public opening of this bid will be conducted at the date and time specified in the **Calendar of Events (Page 2)**, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida, 32301. **BIDS 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 bid/proposal documents or the attendance at any related meeting or bid/proposal opening. If accommodations are needed because of a disability, please contact the Purchasing Section at (850) 488-6551 at least three (3) workdays prior to the opening.

MAILING INSTRUCTIONS

All bids shall be submitted in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, Suite 100, 2590 Executive Center Circle East, Tallahassee, Florida 32301. **THE ENVELOPE SHALL BE PLAINLY MARKED ON THE OUTSIDE WITH: BID NUMBER, DATE AND TIME OF THE BID OPENING. THE COMMISSION IS NOT RESPONSIBLE FOR THE OPENING OF ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.**

PLEASE NOTE: THE COMMISSION'S OFFICIAL BUSINESS HOURS OF OPERATION ARE 8:00AM – 5:00PM EXCLUSIVE OF SATURDAYS, SUNDAYS, AND STATE HOLIDAYS. SELECTING DELIVERY SERVICES, SUCH AS NEXT DAY FIRST DELIVERY MAY RESULT IN ATTEMPTED DELIVERY PRIOR TO OPENING, OR AFTER CLOSING, AND THE COMMISSION WILL NOT BE AVAILABLE TO ACCEPT THOSE DELIVERIES. THE COMMISSION IS NOT RESPONSIBLE FOR LATE SUBMISSIONS DUE TO COMPLICATIONS RELATED TO SELECTED DELIVERY SERVICES.

BIDDER ACKNOWLEDGMENT

In order for this bid to be valid, the bid must be completed in its entirety, signed by the Bidder and returned, as part of the bid or the bid will be rejected. By affixing your signature to **page 1** of the bid, the Bidder hereby states that the Bidder has read all bid 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 Bidder will provide the Commission under these bid specifications.

FWC CONTRACT MANAGER

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

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

VERBAL INSTRUCTION PROCEDURE

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

ADDENDUMS

If the COMMISSION finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Bidder questions during the ITB period an addendum shall be posted on the Vendor Bid System internet site. Addendums shall be signed by an authorized Contractor representative, dated, and returned to the COMMISSION, in the vendor bid submittal, by the date and time specified in the Calendar of Events. **Each Bidder is responsible for monitoring the Vendor Bid System site for new or changing information relative to this procurement.** The Commission bears no responsibility for any delays, or resulting impacts, associated with a Bidder's failure to obtain the information made available through the Vendor Bid System. The Vendor Bid System can be reached at the following internet address: http://vbs.dms.state.fl.us/vbs/main_menu

IDENTICAL TIE BIDS

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. If two (2) or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Contractors must complete the **Identical Tie Bid / Drug Free Workplace form** provided and return it with their bid.

AWARDED BID/INSPECTION

The Commission will award the bid to the responsive, responsible bidder which submits the highest bid price. If deemed necessary, an interview with the bidder by the Contract Manager may be required before the bid is awarded.

The Commission reserves the right to inspect the prospective Contractor's materials and background record prior to making an award of the Contract. If the Contract Manager determines the highest bidder does not have sufficient experience, equipment, etc. to meet the specifications of this ITB, the Commission reserves the right to reject the bidder and evaluate the next highest bidder.

SUPPORTING/SUPPLEMENTAL INFORMATION

The Commission requires that bidders submit all required technical, specification, and other supporting information with their bid, so that a detailed analysis and determination can be made, by the Contract Manager that the product/service offered meets this ITB's specifications and that other requirements of this ITB have been met. However, provided a bid meets the requirements for a definite, firm, unqualified, and unconditional offer, the Commission reserves the right to request supplemental information from the bidder, after the bids have been opened, to ensure that the products/services offered completely meet this ITB's requirements. The requirement for such supplemental information will be at the reasonable discretion of the Commission and may include the requirement that a bidder will provide a sample product(s) so that the Commission can make a first-hand examination and determination.

A bidder's failure to provide this supplemental information or the product sample(s), within the time set by the Commission, will cause the Commission to consider the Contractor non-responsive and reject the Contractor's bid.

REFERENCES

Each prospective Bidder shall provide a minimum of three (3) references for similar projects completed. Current contact names and phone numbers shall be included with the bid package. See attached reference form for more detail.

NOTICE TO PROCEED

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

DELIVERABLES

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

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

Contractor Performance. The Contractor shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the Contractor. Contractor shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Contractor shall be licensed as necessary to perform under this Contract as

may be required by law, rule, or regulation; the Contractor shall provide evidence of such compliance to the Commission upon request. The Contractor shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the Contractor warrants that it has the capability in all respects totally perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Contractor. Contractor shall immediately notify the Commission's Contract Manager in writing if its ability to perform under the Contract is compromised in any manner during the term of the Contract. The Commission shall take appropriate action, including potential termination of this Contract in the event Contractor's ability to perform under this Contract becomes compromised.

Contractor – Quarterly Minority and Service-Disabled Veteran Business Enterprise Report. Contractor shall provide a quarterly Minority and Service-Disabled Veteran Business Enterprise Report to the Commission's Contract Manager, summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for the current quarter and project to date. The report shall include the names, addresses and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant and a copy must be forwarded to the Commission's Contract Manager. The Department of Management Services, Office of Supplier Diversity at (850) 487-0915 will assist in furnishing names of qualified minorities. The Commission's Minority Coordinator at (850) 488-6551 will assist with questions and answers.

Contractor Responsibilities. Contractor agrees that all Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Commission. The Commission may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by Contractor. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all work in compliance with the Contract. The Commission may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents.

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

FINANCIAL CONSEQUENCES

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

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

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 E)** and the contract shall be deemed completed upon the issuance date of such Certificate.

LIQUIDATED DAMAGES

If the Contractor fails to complete the work or the conditions of the Purchase Order/Contract and/or Amendments/Change Orders 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.

PERMITTING

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

PERFORMANCE BOND

A Performance Bond shall be required from the Contractor by the Commission for this project. Prior to commencing any work, and within ten (10) consecutive calendar days after the execution of the contract, the Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the total contract price to ensure full and complete performance of the contract to the Commission's Tallahassee Purchasing Office to the attention of Bryan Tucker. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the purchase order or contract number assigned to the project by the Commission, and a description of the property being improved with a general description of the project. **Please note:** A Notice to Proceed will not be issued until after the required bond has been received.

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

In lieu of a Performance Bond, the Commission may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

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

INSURANCE REQUIREMENTS

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

Workers Compensation. To the extent required by Chapter 440, F.S., the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project, with minimum employers' liability limits of **\$100,000.00** per accident, **\$100,000.00** per person, and **\$500,000.00** policy

aggregate. Such policy shall cover all employees engaged in any contract work. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law (Chapter 440, F.S.). In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Commission, for the protection of its employees not otherwise protected. Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees.

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

Insurance Required for Performance. During the Contract term, Contractor shall maintain any other types and forms of insurance required for the performance of this Contract. Additional insurance requirement may also be found in the Scope of Work.

Written Verification of Insurance. Upon execution of this Contract, Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within ten (10) days of the effective date of the Contract, Contractor shall furnish proof of applicable insurance coverage to the Commission's Contract Manager by standard Association for Cooperative Operations Research and Development (ACORD) form certificates of insurance. In the event that any applicable coverage is cancelled by the insurer for any reason, Contractor shall immediately notify the Commission's Contract Manager in writing of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within fifteen (15) business days after the cancellation of coverage. Copies are acceptable and can be faxed to (850) 922-8060.

Commission Not Responsible for Insurance Deductible. The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

DAMAGES TO STATE PROPERTY

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

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the 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

Contractor shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. Contractor must provide the Commission with the names of any subcontractor considered for work under this Contract; the Commission reserves the right to reject any subcontractor. Contractor agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. Contractor further agrees that the Commission shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. Contractor, at its

expense, will defend the Commission against such claims. The following provisions apply, in addition to any terms and conditions included in the Scope of Work.

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven (7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one percent (.05%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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

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

TERMINATION

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

Termination – Fraud or Willful Misconduct. This Contract shall terminate immediately in the event of fraud or willful misconduct on the part of the Contractor. In the event of such termination, the Commission shall provide Contractor with written notice of termination.

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

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

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

FAMILIARITY AND COMPLIANCE WITH LAWS

The Contractor is required to be familiar and comply with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules

applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility. Violation of such laws shall be grounds for Contract termination.

ELIGIBILITY AND LICENSURE

The Bidder 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 Bidder, and that the Contractor shall comport with Chapter 287, F.S., Chapter 60A of Florida Administrative Code, and all other applicable rules and laws.

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

RELATIONSHIP OF THE PARTIES

Independent Contractor. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

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

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

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

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

PROHIBITION OF UNAUTHORIZED ALIENS

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

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

NON-DISCRIMINATION

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

Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

PUBLIC ENTITY CRIMES

Convicted Vendor List. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

CONTRACT RELATED PROCUREMENT

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection [413.035](#)(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

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

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

INDEMNIFICATION.

If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that

portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM

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

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.

MYFLORIDAMARKETPLACE

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

ADDITIONAL LEGAL REQUIREMENT

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

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

- A. This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.
- B. If the Contractor meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Contractor shall comply with the following:
 - i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**
 - ii. Keep and maintain public records required by the Commission to perform the service.
 - iii. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

- iv. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.
- v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.
- vi. Requests for Records; NONCOMPLIANCE – A request to inspect or copy public records relating to Commission's contract for services must be made directly to the Commission. If the Commission does not possess the requested records, the Commission shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Commission or allow the records to be inspected or copied within a reasonable time. If a Contractor does not comply with the Commission's request for records, the Commission shall enforce the contract provisions in accordance with the contract. A Contractor who fails to provide the public records to the Commission within a reasonable time may be subject to penalties under s. 119.10.
- vii. Civil Action – If a civil action is filed against the Contractor to compel production of public records relating to the Commission's contract for services, the court shall assess and award against the Contractor and the reasonable costs of enforcement including reasonable attorney fees, if:
 - a. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the Commission and to the Contractor. A notice complies if it is sent to the Commission's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the Commission's or the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format. A Contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

RECORD KEEPING REQUIREMENTS

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

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

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request. <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>),

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

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **\$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

CONFIDENTIALITY/PUBLIC RECORDS LAW

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

INTELLECTUAL PROPERTY RIGHTS

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

attorney's fees, for or on account of any copyrighted, patented, or un-patented invention, process or article manufactured or supplied by Contractor.

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

Commission Intellectual Property Rights. Where activities supported by this Contract produce original writing, data, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Contract is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

PROHIBITION AGAINST LOBBYING

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

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

SEVERABILITY AND CHOICE OF VENUE

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

JURY TRIAL WAIVER

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

FLORIDA EMERGENCY SUPPLIER NETWORK

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

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

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

POSTING OF BID TABS

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

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

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

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**FWC 16/17-14
SCOPE OF WORK**

Overview:

The Dinner Island Ranch Wildlife Management Area (WMA) consists of 21,714 acres of seasonally wet pine flatwoods, freshwater/depression marshes, improved pasture, dome swamps, prairie hammocks, swale, and dry prairie. It is located 25 miles northeast of Immokalee in Hendry County. The WMA includes 17,243.5 acres currently available for lease in accordance with this bid. The lease area shall be grazed on a rotational schedule with a stocking rate of 3,520 AUs (1 AUs per 4.9 acres) based on the attached 2016 Prescribed Grazing Plan developed by the Natural Resources Conservation Service (NRCS).

Adjustments to the Grazing System:

Adjustments to grazing may be necessary during and after restoration and other management activities; such as planting, prescribed burning or pest management. The adjustments will provide a suitable period for the vegetation to recover from the management activity or as dictated by pesticide label restrictions. A deferment from grazing means the complete removal of all domestic animals for the duration of the deferment.

If herbicides are used to control common weeds and invasive species, grazing will be adjusted to meet the requirements, if any, listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label. Temporary fences may be used to protect areas during deferment periods but will be the responsibility of the Contractor to install and remove.

Fence Maintenance and Holding Pens/Performance Bond

The CONTRACTOR shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The CONTRACTOR shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in **Specifications for Fence Construction**, (Attachment C). All fences, gates and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property. The CONTRACTOR shall maintain all holding pens in good condition and vegetation free. Replacement and/or repair of all posts, cattle guards, gates, holding pens, material and labor shall be at the sole and exclusive expense of the CONTRACTOR, except as stated under "COMMISSION RESPONSIBILITIES". The CONTRACTOR shall promptly remove storm debris from fencing and make the appropriate repairs. The CONTRACTOR shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the COMMISSION upon termination of this CONTRACT. Furthermore, the CONTRACTOR shall be required to use only the COMMISSION's furnished key or combination locks for said gates.

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FWC 16/17-14
PRICESHEET

CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY

The bidder recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods and/or equipment purchased incident to such services. Quoted price shall include all necessary items to complete the project.

ALL ITEMS SHALL BE BID, OR THE BID WILL BE REJECTED. THE BID WILL BE AWARDED TO THE RESPONSIVE, RESPONSIBLE BIDDER THAT SUBMITS THE HIGHEST TOTAL BID PRICE.

BID PRICE PER YEAR/PER ANIMAL GRAZING UNIT: \$_____

PRICE FOR FIVE YEAR RENEWAL PERIOD: \$_____

TOTAL BID PRICE (Original plus Renewal): \$_____

NOTE: The annual contract payment shall be the bid price multiplied by the total animal grazing units allowed (as listed in the scope of work) on an annual basis. Payments shall be made in six (6) month increments.

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

Contractor:_____

Title:_____

Address:_____

Email:_____

Signed:_____

City/State/Zip:_____

Print Name:_____

Telephone:_____

IDENTICAL TIE BIDS / DRUG-FREE WORKPLACE

FWC 16/17-14

In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty of nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR NAME

AUTHORIZED SIGNATURE

REFERENCES
FWC 16/17-14

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. 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 bid. 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: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

NAME OF COMPANY: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____ E-MAIL ADDRESS: _____

JOB DATE: _____

DESCRIPTION (SCOPE OF WORK): _____

VENDOR NAME

AUTHORIZED SIGNATURE

FWC Contract #

ITB 16/17-14 Exhibit A

DRAFT CONTRACT FOR

GRAZING ON DINNER ISLAND RANCH WILDLIFE MANAGEMENT AREA (WMA), WEST SIDE

This CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereinafter "COMMISSION" and _____ of _____, hereinafter called the "CONTRACTOR". If the CONTRACTOR is a corporation, its Florida corporate status must be current and an individual must sign as the guarantor.

NOW THEREFORE, the COMMISSION and the CONTRACTOR, for the consideration hereafter set forth, agree as follows:

1. PROJECT DESCRIPTION. The CONTRACTOR shall be provided access to the **DINNER ISLAND RANCH WILDLIFE MANAGEMENT AREA (WMA)**, to perform cattle grazing activities on the property as specified herein and shall perform those specific responsibilities and obligations, as set forth in the FWC ITB #16/17-14 which includes the COMMISSION'S Prescribed Grazing Plan. The term "Scope of Work" when used in this Contract shall include ITB #16/17-14 and Attachments A, B, C and D of this Contract.

The COMMISSION and the CONTRACTOR intend to partner together to provide cattle grazing services in accordance with FWC ITB#16/17-14, this Contract, and the awarded vendor's response. ITB 16/17-14 and the awarded vendor's response are hereby attached and incorporated into this contract. In case of any conflict, the order of precedence and prevailing terms shall be in this order; FWC ITB 16/17-14, this Contract, and the awarded vendor's response.

2. PERFORMANCE. The CONTRACTOR shall perform cattle grazing as described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the CONTRACTOR. 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. The CONTRACTOR shall procure all supplies; pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the CONTRACTOR warrants that it has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good-faith performance as a responsible vendor. The CONTRACTOR shall comply with Chapter 287, F.S., and all other applicable laws, rules and ordinances.

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

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

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

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

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 this Contract and the Scope of Work.
- b. Submission of all invoicing, supporting documentation, Corrective Action Plans and reports.

3. PROPERTY. The property on which these activities described in this Contract will occur is shown in Attachment D of this Contract. This is a Contract for the provision of cattle grazing by the CONTRACTOR, and shall not be construed to be a lease of real property.

4. TERM. This Contract shall begin upon execution by both parties and end five (5) years from that date, inclusive unless terminated earlier in accordance with its term.

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

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

6. AMENDMENT OR MODIFICATION.

Waiver or Modification. No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by both parties.

Change Orders. The Commission may, at any time, by written order, make a change to this Contract. Such changes are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Contractor's cost or time shall require an Amendment. Minor changes, such as those updating a party's contact information, may be accomplished by a Modification.

Renegotiation upon Change in Law or Regulations. The Parties agree to renegotiate this Contract if federal and/or state revisions of any applicable laws or regulations make changes in the Contract necessary.

7. CONTRACTOR'S RESPONSIBILITIES. In addition to the general provisions of this Contract the CONTRACTOR shall have the following specific responsibilities:

7.1 CONTRACTUAL PAYMENT SCHEDULE. The CONTRACTOR shall submit the first semi-annual payment and the \$_____ Performance Bond within ten (10) consecutive calendar days after the execution of the contract. The COMMISSION shall invoice the CONTRACTOR for subsequent semiannual payments. All invoice payments shall be submitted to the Florida Fish and Wildlife Conservation COMMISSION, Finance & Budget Office, Post Office Box 6150, Tallahassee, FL 32314-6150.

CONTRACTOR shall provide a Performance Bond each renewal period on or before the expiration date of the previous bond issued. The Performance Bond shall be submitted to the COMMISSION's Tallahassee Purchasing Office to the attention of ITB FWC 16/17-14, assigned Purchasing Agent with a copy sent to the Wildlife and Habitat Management (WHM) Section Leader. The bond must state on its front page: the name, principal business address, and phone number of the CONTRACTOR, the Surety, the COMMISSION's full name, the purchase order or contract number assigned to the project by the COMMISSION, and a description of the property and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the COMMISSION, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. CONTRACTOR is to ensure the Surety Company includes in the performance bond language pertaining to payment in case the CONTRACTOR does not perform the yearly fire line disking requirement, fence maintenance, holding pens maintenance or in case of a default violation according to contract. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the Bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the CONTRACTOR.

In lieu of a Performance Bond, the COMMISSION may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.

The performance bond total value will be based on the total income derived based upon 12 month period which is calculated by using the animal units allowed on the WMA times the cost of an animal unit (rate bid), plus the estimated value of fence maintenance each year (\$5,000.00), plus the estimated value of each holding pen (\$15,000.00 each), plus the estimated cost of disking fire lines each year (total length of 137.4 miles @\$30.00 per mile). The performance bond number calculated will be rounded up to nearest \$5000 increment. Example: If the total number comes to \$17,595.00 then the annual bond requirement will be set at \$20,000.

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

Failure of the CONTRACTOR to provide the initial Performance Bond within ten (10) consecutive calendar days after execution of the contract or provide a new bond annually within thirty (30) consecutive calendar days of the COMMISSIONS semi-annual invoice date during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the FWC approved vendor list for future solicitations.

The CONTRACTOR is required to submit the original of the Performance Bond and original of the

Power of Attorney to the COMMISSION'S Tallahassee Purchasing Office to the attention of the COMMISSION'S, Contract Administrator, in order to secure the payment and performance of the CONTRACTOR'S obligations under this Contract. Additionally, the CONTRACTOR is required to provide a copy of the bond and power of attorney to the Wildlife and Habitat Management (WHM) Section Leader. This requirement is in effect for both the original issuance and the yearly renewals during the term of this Contract. Below are the addresses for which the CONTRACTOR shall send the originals and copies of the documents after each issuance event:

ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation
Commission
Attn: Purchasing Office, Contract Administrator
FWC 16/17-14
620 South Meridian Street, Room 364
Tallahassee, Florida, 32399-1600

COPY OF ORIGINALS MAILED TO:

Florida Fish and Wildlife Conservation
Commission
Attn: WHM Contract Manager
620 South Meridian Street, M/S - 10
Tallahassee, Florida, 32399-1600

7.2 STOCKING RATE. The CONTRACTOR shall semi-annually pay the COMMISSION \$_____ per animal grazing unit for the first year of grazing (\$_____ semi-annually for a first year total of \$_____). Cattle shall be stocked at a rate not to exceed 3,520 animal grazing units on **DINNER ISLAND RANCH WILDLIFE MANAGEMENT AREA (WMA)**, based on the 2016 Prescribed Grazing Plan (completed by NRCS for the WMA). The stocking rate will be adjusted if necessary following any updated grazing plans by NRCS. The stocking rate may only be increased with written permission by the COMMISSION. The stocking rate may be decreased by the COMMISSION upon written notice to the CONTRACTOR if grazing is excessive for optimum wildlife management. The CONTRACTOR shall accordingly increase or decrease such stocking rate within 60 days of written notice by the COMMISSION.

7.3 MARKING OWNERSHIP. The CONTRACTOR shall mark all cattle with the CONTRACTOR's brand, tag, or other owner identification before releasing the cattle for grazing on the above COMMISSION land. The CONTRACTOR shall mark all calves born in the grazing lands at the first gathering after their births, which shall be undertaken within six months of such births. All cattle grazed under this CONTRACT shall be the property of the CONTRACTOR and therefore the sole responsibility of the CONTRACTOR.

7.4 FENCE MAINTENANCE AND HOLDING PENS. The CONTRACTOR shall maintain all grazing lands, exterior and interior fences, cattle guards and holding pens in good and operable condition. The CONTRACTOR shall perform necessary fence replacement and repair in accordance with specifications for fence construction detailed in Attachment C, (attached). All fences, gates and cattle guards must be maintained in a manner to prevent egress of cattle to areas outside the contracted property. CONTRACTOR shall maintain all holding pens (including Possum Pens, Dinner Island Pens and Paradise Pens) in good condition and vegetation free. Replacement and/or repair of all posts, cattle guards, gates, holding pens, material and labor shall be at the sole and exclusive expense of the CONTRACTOR, except as stated under "COMMISSION RESPONSIBILITIES". The CONTRACTOR shall promptly remove storm debris from fencing and make the appropriate repairs. The CONTRACTOR shall relinquish all fences, including posts, gates, cattle guards, and holding pens in good working condition, to the COMMISSION upon termination of this CONTRACT. Furthermore, the CONTRACTOR shall be required to use only the COMMISSION's furnished key or combination locks for said gates.

Failure of the CONTRACTOR to properly maintain the holding pens and fences shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the

CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

7.5 GRAZING ACCOUTREMENTS. The CONTRACTOR shall be required to have the COMMISSION's Contract Manager's written permission to construct or make any physical alterations or improvements to the grazing lands. The CONTRACTOR shall be required to maintain all fences within authorized grazing units in accordance with specifications in Attachment C and other constructed physical alterations or improvements to the grazing lands that are necessary to the CONTRACTOR's grazing operations and which are necessary for the CONTRACTOR to fulfill the covenants to which he or she is bound. The CONTRACTOR shall not cross-fence the grazing lands without prior written approval of the COMMISSION. Hay shall not be brought onto the property for supplemental feeding. Pellets, minerals and liquid feeds are allowed. All supplemental feeding sites shall be rotated every 90 days unless written approval is given by the COMMISSION. All supplemental feeding sites shall be located to avoid imperiled species and the locations shall be approved by the Project Manager. All approved cross fences and related constructed physical alterations or improvements constructed solely at the expense of the CONTRACTOR shall remain the property of the CONTRACTOR and the CONTRACTOR shall expeditiously remove same upon termination of this CONTRACT and shall reasonably restore such grazing lands to the condition existing prior to the construction of such physical alterations and improvements, except as otherwise approved in writing by the COMMISSION.

7.6 GROUND DISTURBING ACTIVITIES. The CONTRACTOR shall not initiate any ground disturbing activities including construction of ditches or ponds, vegetation manipulation, or application of pesticide, herbicide, or fertilization upon the grazing lands without prior written approval from the COMMISSION except as outlined herein. Attachment D provides a map showing the locations of existing cow ponds that the CONTRACTOR is authorized to maintain as needed to ensure a water supply for cattle. These restrictions do not exempt the CONTRACTOR from the annual fire line maintenance requirement.

7.7 EXOTIC VEGETATION: In an effort to control exotic plants such as Tropical Soda Apple, all cattle shall be held six (6) days in a designated quarantine pen on the **DINNER ISLAND RANCH WILDLIFE MANAGEMENT AREA (WMA)** before being released to graze on other pastures. The designated quarantine pen is the 235-acre Little Steers pasture (management unit 37) immediately north of the Dinner Island Pens. The quarantine pen and grazing units may be inspected at various times by the Contract Manager. If it can be determined that the CONTRACTORS' cattle are spreading Tropical Soda Apple and/or other exotics because cattle were not held for the full required quarantined period, the CONTRACTOR will be responsible for the elimination of the exotics in the other infested pastures. The CONTRACTOR is responsible for maintaining the quarantine pen free of exotics between quarantines.

Exotic plant elimination shall be done in accordance with Attachment B attached hereto, Tropical Soda Apple Best Management Practices (BMP). Failure to remedy the situation in a timely manner shall result in cancellation of the CONTRACT, forfeiture of Performance Bond and immediate payment of remaining CONTRACT fees.

Tropical Soda Apple is listed as a state noxious weed (B-57.007 F.A.C.). Movement of this plant within the State of Florida without a permit is illegal.

7.8 FIRE LINES. No less than once every 12 months between October 15 and January 15 of each year, the CONTRACTOR shall disk existing fire lines (137.4 miles) of no less than ten foot widths within the authorized grazing units. Such fire lines shall divide established burn units and completely encircle the perimeter of each management/pasture unit within the contracted area as

identified in Attachment D, attached hereto. Such fire lines shall be disked two times with a minimum disked depth of six inches, while maintaining natural topography (i.e. soil remains in fire line to avoid creating a ditch). The CONTRACTOR may request from the COMMISSION, in writing, an extension of time past January 15 of any year for such disking in the event of wet conditions which make such disking impractical.

The CONTRACTOR may request from the COMMISSION, in writing, to disk fire lines in a different time of year. CONTRACTOR shall disk fire lines following written acceptance of the request by the Contract Manager. Such request for extension shall be made by the CONTRACTOR on or before October 1 of each year. Approval for such extension must be in writing from the COMMISSION and shall specify the date upon which the extension shall expire. The granting of an extension for fire line maintenance shall not be unreasonably withheld.

Failure of the CONTRACTOR to properly disk no earlier than October 15 of each calendar year and no later than January 15 of the following calendar year or such date upon which any extension shall expire if such extension is approved by the COMMISSION, shall allow the COMMISSION to make a claim on the Performance Bond. In the event of such a claim, the CONTRACTOR shall provide the monies from the Performance Bond to the COMMISSION immediately upon notification by the COMMISSION.

7.9 CBS SHED AND WHITE STEERS FENCED COMPOUND. The CBS Shed and White Steers Compound is shared storage for the CONTRACTOR and FWC. The CONTRACTOR may use the CBS Shed only to store extra fencing materials and gates. The White Steers Compound may be used by the CONTRACTOR to store other equipment. Any other use must be approved in writing by the Contract Manager. Negligence of use will result in the CONTRACTOR losing his privilege to use these areas for storage.

7.10 WATER CONTROL STRUCTURES. The CONTRACTOR shall not manipulate any water control structures and/or water level monitoring staff gauges.

7.11 BURNING. The CONTRACTOR specifically agrees not to willfully set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of the CONTRACT after review by the COMMISSION. If it is determined by the COMMISSION that the CONTRACTOR was negligent, the negligence shall provide grounds for a claim against the CONTRACTOR's Performance Bond.

7.12 VEHICLES. The CONTRACTOR shall register with the Contract Manager any vehicles used by the CONTRACTOR, its agents and employees on the grazing lands. Only registered vehicles may operate as part of this Contract.

7.13 CAMPING. The CONTRACTOR shall not allow camping, except as approved in writing by the COMMISSION and at campsites designated by the COMMISSION.

7.14 GATHERING NOTICE. The CONTRACTOR shall give no fewer than seven days written notice to the COMMISSION and other CONTRACTOR's whose use or contract adjoins the grazing lands, prior to the gathering or round-up of cattle within the grazing lands.

7.15 REGULATIONS: The CONTRACTOR shall abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and use of the grazing lands for outdoor recreational purposes as hereinafter provided, and the CONTRACTOR shall be responsible to the COMMISSION under this CONTRACT for its agents and employees so abiding by all such laws, rules and regulations.

7.16 ASSIGNMENT: The CONTRACTOR shall not assign any or all of the rights, liabilities, duties or obligations of the CONTRACT nor subcontract any part of the grazing lands, without the prior written approval of the COMMISSION.

7.17 INDEMNITY: If Contractor is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Contractor is not a state agency or subdivision as defined above, Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission.

7.18 INSURANCE: The CONTRACTOR shall, throughout the term of this CONTRACT, at his own cost and expense, provide, maintain and keep in force general liability insurance (including personal injury and property damage), insuring against liability for injury to persons or property occurring in, on or about the property or arising out of CONTRACTOR's possession, use, occupancy or maintenance thereof in an amount not less than \$500,000 (Five Hundred Thousand Dollars) per occurrence and \$1,000,000 annual aggregate for bodily injury and not less than \$100,000 per occurrence and \$300,000 annual aggregate for property damage and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit for bodily injury and property damage. The COMMISSION shall be named as an additional insured, under such insurance.

CONTRACTOR is to ensure the General Liability Insurance Company issuing the Certificate of Liability Insurance indicates the Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Tallahassee, FL 32399-1600 in the Certificate Holder section of the certificate form and references the FWC Contract Number in the Description of Operations section of the form.

Failure of the CONTRACTOR to provide Insurance or to continuously maintain the insurance in effect during the term of this Contract may be grounds to find the CONTRACTOR in default, which could include; cancellation of the Contract, and/or the CONTRACTOR removal from the Commission's approved vendor list for future solicitations.

7.19 RECORD KEEPING REQUIREMENTS:

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

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

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall

be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

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

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

7.20 PUBLIC RECORDS:

This Contract may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

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

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

7.21 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.

7.22 COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Purchase Order. The Contractor agrees to reimburse the

State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

7.23 RECORD KEEPING REQUIREMENTS

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

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

Contractor Records Retention. Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) years following the close of this Contract. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request. <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>,

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

Compliance with Federal Funding Accountability and Transparency. Any federal funds awarded under this Contract must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 awarded on or after October 1, 2010 are subject to the FFATA. Contractor agrees to provide the information necessary, over the life of this Contract, for the Commission to comply with this requirement.

8. **COMMISSION ACTIVITIES AND RESPONSIBILITIES.** In consideration of this Contract, COMMISSION permits CONTRACTOR to utilize the Property to CONTRACTOR'S benefit in accordance with this Contract. The COMMISSIONS' activities and responsibilities in regard to the Property will be as follows:

8.1 **LAND MANAGEMENT AND PUBLIC USE.** COMMISSION shall retain the right to access and utilize the Property in all ways, it being understood by the parties that the CONTRACTOR'S activities on the Property under this Contract are strictly limited to activities specifically permitted by this Contract. COMMISSION will continue to conduct public recreation and general management activities, including but not limited to public hunting and fishing, without interference from the CONTRACTOR. The COMMISSION may engage in land management, controlled burns and exotic plant control activities, which include areas of the Property and immediately adjacent to the Property. All prescribed burning shall be performed by COMMISSION personnel, or under

COMMISSION supervision. The CONTRACTOR shall not willfully nor negligently set fire, or allow any agent or employee of the CONTRACTOR to set fire, to the grazing lands. Failure to comply will be cause for immediate cancellation of this Contract.

8.2 WITHDRAWAL OF ACREAGE. When the COMMISSION, in its sole discretion, determines that it is necessary for wildlife management or other management reasons (including but not limited to a sale or other disposition of all or part of the Property), to withdraw acreage from the Property, such acreage shall be withdrawn upon 60 days notice to CONTRACTOR. Upon such withdrawal, the COMMISSION shall notify the CONTRACTOR of the reduction of payments due under this Contract. Such reduction shall be determined by the COMMISSION based on the price paid by the CONTRACTOR per animal unit, times the number of animal units permitted on the reduced acreage.

9. COMMISSION'S RIGHTS AND RESPONSIBILITIES

9.1 FENCE. The COMMISSION, at its discretion, may install new fencing, and shall coordinate such activities with those of the CONTRACTOR.

9.2 BURNING. All burning prescribed shall be conducted by the COMMISSION and/or its authorized agents.

9.3 OUTDOOR RECREATION. The COMMISSION shall have the right to conduct public outdoor recreational activities on the grazing lands, including but not limited to controlled public hunting and fishing, without interference from the CONTRACTOR activities authorized under this CONTRACT.

9.4 MINERAL USE. The COMMISSION shall have the right to remove or cause to be removed any or all minerals, oil or gas occurring on the grazing lands. It is specifically understood that the rights of the CONTRACTOR are confined solely to the grazing of cattle.

9.5 OTHER USES. The COMMISSION shall have the right to conduct any other activity not specified that is not reasonably inconsistent with and does not unreasonably interfere with cattle grazing uses.

9.6 SUBCONTRACTS

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

Contractor Payments to Subcontractor. The Contractor agrees to make payments to the subcontractor within seven (7) working days after receipt of full or partial payments from the Commission in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor. Contractor's failure to pay its subcontractors within seven

(7) working days will result in a penalty charged against Contractor and paid to the subcontractor in the amount of one-half of one (1) percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15) percent of the outstanding balance due.

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

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

10. SPECIAL CONDITIONS

10.1 CONTRACT ADJUSTMENTS. The initial annual CONTRACT payment shall be adjusted if the COMMISSION increases or decreases the stocking rate. The COMMISSION shall notify the CONTRACTOR in writing of any stocking rate adjustments. Within thirty (30) days of date of invoice, the CONTRACTOR shall pay the COMMISSION the amount of such adjustment. The annual CONTRACT payment shall also be adjusted if the COMMISSION withdraws acreage for management purposes or if the State sells a part of the grazing lands which affects the CONTRACTOR. Within thirty (30) days of written notice by the COMMISSION, the CONTRACTOR shall adjust cattle stocking rates or remove the cattle from the acreage withdrawn or sold, accordingly. The COMMISSION shall rebate the amount of such adjustment to the CONTRACTOR.

10.2 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.

10.3 LATE FEE. Should the CONTRACTOR fail to make the semiannual CONTRACT payment, CONTRACTOR shall be charged interest at the rate of one and one-half percent (1 ½%) per month, or fraction thereof, on the amount of the delinquent payment beginning the first day following the due date of payment until paid. Any court costs and attorney's fees required to collect past due CONTRACT payments will be at the expense of the CONTRACTOR.

10.4 TERMINATION. This CONTRACT may be terminated in the following ways:

- a. This CONTRACT shall terminate immediately upon the COMMISSION giving written notice to the CONTRACTOR in the event of fraud or willful misconduct or breach of this CONTRACT. The COMMISSION at its option may allow up to thirty (30) calendar days to correct a breach of this CONTRACT.
- b. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR in the event the annual CONTRACT payment is not paid when due. Such termination is at the option of the COMMISSION.
- c. This CONTRACT shall terminate upon the COMMISSION giving written notice to the CONTRACTOR, in the event the CONTRACTOR, his agents or employees fail to abide by all laws, rules and regulations relating to the taking of wild animal life or freshwater aquatic life, and the use of grazing lands as herein provided, or for failing to abide by other laws and rules of the State of Florida.
- d. This CONTRACT shall terminate sixty (60) days following the COMMISSION giving written notice to the CONTRACTOR that the grazing lands are to be sold. Within

- thirty (30) days of confirmation by the COMMISSION that CONTRACTOR has to remove his cattle, the COMMISSION shall rebate the prorated share of the annual contract payment to the CONTRACTOR.
- e. This CONTRACT may be terminated by the COMMISSION in its sole discretion upon thirty (30) days written notice to the CONTRACTOR in the event the continuation of cattle grazing activities on the premises are found to be incompatible with the COMMISSIONS' management plans or activities on the **DINNER ISLAND RANCH WILDLIFE MANAGEMENT AREA (WMA)**.
 - f. If the CONTRACT is terminated upon written notice, the CONTRACTOR shall have thirty (30) days after receipt of the written notice in which to remove his cattle from the grazing lands. Additionally, at the end of the Lease the CONTRACTOR shall have thirty (30) days to remove his cattle from the grazing lands.
 - g. Either party may terminate this Contract, for any reason, by giving written notice to the other party specifying the termination date, at least 60 days prior to the termination date specified in the notice. In the event of termination under this provision by the COMMISSION, the CONTRACTOR may be given reasonable time, determined by the sole discretion of the COMMISSION, to remove equipment, etc. In the event of termination under this provision by the CONTRACTOR, the CONTRACTOR must ensure all provisions that impact the condition of the WMA (fencing, roads, etc) and/or payments owed must be paid in full including any partial payments due the COMMISSION for use days since last payment before contract closeout.

10.5 RELATIONSHIP OF PARTIES.

Independent Contractor. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Commission. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Contractor and the Commission.

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

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

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

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

10.6 **NOTICE.** Unless a notice of change of address is given, any and all notices shall be delivered to the parties at the following addresses:

10.7 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.

10.8 NON-DISCRIMINATION.

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

Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

10.9 PUBLIC ENTITY CRIMES.

Convicted Vendor List. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty- six (36) months from the date of being placed on the convicted vendor list.

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

10.10 PROHIBITION OF UNAUTHORIZED ALIENS. In accordance with federal 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.

10.11 EMPLOYMENT ELIGIBILITY VERIFICATION

Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the

employment eligibility of all new employees hired by Contractor during the Contract term; and, 2.) include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

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

10.12 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, to the exclusion of all other lawful venues.

10.13 NO THIRD PARTY RIGHTS: The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

10.14 JURY TRIAL WAIVER: As part of the consideration for 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, or with the products or services provided under this Contract, including but not limited to any claim by the Contractor of *quantum meruit*.

10.15 DAMAGES TO STATE PROPERTY

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

the conduct of all Contractor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the Contractor shall immediately halt work and notify the 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.

10.16 CONTRACT RELATED PROCUREMENT:

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

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

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

Respect of Florida. In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection [413.035](#)(2), F.S., the following statement applies:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

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

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

10.17 FEDERAL DEBARMENT/SUSPENSION CERTIFICATION FORM

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

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

Debarment, Suspension, and Other Responsibility Matters.

10.18 PROHIBITION AGAINST LOBBYING

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

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

10.19 OTHER AGREEMENTS: This CONTRACT and corresponding solicitation materials and addenda, if any, and the successful proposal contains the complete CONTRACT between the COMMISSION and the CONTRACTOR and, as of the effective date hereof, shall supersede all other agreements, communication or representations, either verbal or written, between the COMMISSION and CONTRACTOR.

10.20 COMPLETE CONTRACT: The COMMISSION and CONTRACTOR stipulate that neither of them has made any representations except such representations specifically contained within this CONTRACT and each party acknowledges reliance on its own judgment in entering into this CONTRACT. The COMMISSION and CONTRACTOR further acknowledge that any payments or any representations that may have been made outside of those specifically contained herein are of no binding effect and have not been relied upon by either party in its dealings with the other in entering into this CONTRACT.

10.21 COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination. The Contractor is required to be familiar with all Federal, State and Local laws, ordinances, rules and regulations that in any manner affect the work. The Contractor shall comply with all laws and rules applicable to the Contractor(s) that shall provide the required commodities or services to the Commission. Ignorance on the part of the Contractor will in no way relieve him from responsibility.

10.22 NO THIRD PARTY RIGHTS. The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

10.23 **MODIFICATION OR AMENDMENT OF CONTRACT:** No waiver, or modification or amendment of this CONTRACT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the party to be charged therewith. It is the intention of the COMMISSION and the CONTRACTOR that no evidence of any waiver, or modification or amendment shall be offered or received in evidence in any proceeding or litigation between the parties arising out of or affecting this CONTRACT unless such waiver, or modification or amendment is in writing and executed as aforesaid. The provisions of this section shall not be waived without compliance with said writing and execution requirements.

10.24 **ENTIRE AGREEMENT:** This Contract with all incorporated attachments and exhibits represents the entire Contract of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail; this contract and its attachments, the terms of the solicitation and the contractor's response to the solicitation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

CONTRACTOR

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Name

Nick Wiley, Executive Director

Title

Date

Date

Approved as to form and legality:

COMMISSION Attorney

Date

Attachments in this Contract include the following:

Attachment A	FWC ITB #16/17-14 – Prescribed Grazing Plan
Attachment B	SS-AGR-77, Tropical Soda Apple Information Bulletin
Attachment C	Specifications for Fence Construction
Attachment D	Dinner Island Ranch WMA Grazing Map
Attachment E	Certificate of Contract Completion
Attachment F	Certifications and Assurances

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ATTACHMENT A

Prescribed Grazing Plan

Prepared for

Florida Fish and Wildlife Conservation Commission
August 2016

Dinner Island Ranch WMA

In

Hendry County, Florida

George Poole Grazing Lands Specialist

Jim Sutter District Conservationist

Hendry Soil & Water Conservation District

And

United States Department of Agriculture

Natural Resources Conservation Service

Table of Contents:

1. Definition
2. Purpose
3. General Description
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5. Livestock Forage Inventory
6. Livestock Forage Balance
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9. Plan Map
10. Suggested Herd Layout Map
11. Recommended Grazing Heights
12. Recommendations For Grazing Buffer Areas
13. Operations and Maintenance
14. Contingency Management Plan

1. Definition:

Prescribed grazing is a controlled harvest of vegetation with grazing and browsing animals, managed with the intent to achieve a specified objective.

For this plan, Prescribed Grazing will be used as a tool to assist in the management of wildlife habitat in conjunction with other practices needed to restore wildlife habitat, natural hydrology, and native plant communities. The grazing plan will be adjusted as needed to address resource concerns.

2. Purpose:

This practice will be applied as part of a conservation management system to accomplish the following objectives:

- Restore/enhance wildlife habitat on wetland and upland sites.
- Maintain a stable and desired plant community, improve or maintain the health and vigor of selected plants.
- Maintain or improve water quality.

Note: This plan will be reviewed yearly by the owner/operator. If the number of livestock (10% or more) or the forage condition changes the plan may need to be revised.

3. General Description:

The project area is located off County Road 833 in southern Hendry County, Florida. The property is currently managed as a cow/calf operation. The principal forage species in the pastures is Bahia grass (*Paspalum notatum*), which have been planted for improved pasture. Other plant communities include South Florida Flatwoods, Freshwater Marsh, Wet Prairie, Cypress Swamp and Hardwood Hammock. The enclosed Forage Inventory table and Forage Inventory map describe the location and forage production of the different plant communities.

The project area encompasses approximately **21,712 acres** with **17,243.5 acres** that is available for grazing. The pastures in their current condition are capable of producing enough forage to support **3,520 animal units (AUs)**. The system in its present condition can support an average of **3,281 cows**, with an average weight of 1000 lbs., and **176 bulls**, with an average weight of 1350 lbs with a suggested 20:1 Cow/Bull ratio. One animal unit (AU) is one mature cow of approximately 1,000 pounds and a calf up to weaning, usually six (6) months of age, or their equivalent. To estimate animal units for Heifers and Bulls use the following AU values.

Table 1: Animal Unit Equivalent Guide

Species	Average Weight (pounds)	Animal Unit Equivalent (AUE)	- - - Forage Consumed (pounds) - - -		
			day	month	year
Cow, dry	950	0.92	24	727	8,730
Cow with calf	1,000	1.00	26	790	9,490
Bull, mature	1,500	1.35	35	1,067	12,811
Cattle, 1 year old	600	0.60	15.6	474	5,694
Cattle, 2 year old	800	0.80	20.8	632	7,592
Deer, white-tailed, mature	150	0.15	3.9	118	1,423

4. Objectives:

The Florida Fish and Wildlife Conservation Commission's objectives are to restore the natural ecological communities on wetland and upland sites. The objectives of the prescribed grazing plan are to improve and/or maintain an optimum level of the native forages and assist in the reduction of biomass. The proposed grazing plan considers animal health (domestic and wild) by using a stocking rate that will provide the needed forage and browse for the animals while protecting the natural resources of the site. The recommended stocking rate is based on a comprehensive forage inventory conducted on the ranch in June 2016. The type and suggested season for providing the needed supplements are shown on the grazing schedule. The profitability of the site as a Cow Calf operation was not taken into account in this plan and will be up to the cattle leasee and the FFWCC to determine.

5. Livestock Forage Inventory:

Livestock Forage Inventories are estimates of available forage in each pasture and ecological community. These estimates are then used to project stocking rates and feed requirements annually. The following livestock forage inventory was completed prior to the development of this plan.

The forage inventory did not identify indicators of poor grazing management, such as overgrazing or large denuded areas. The measurements and observations taken at the time of the inventory indicated that the property is and has been below the carrying capacity for the season and climatic conditions. However, some pastures have moderate to high infestations of smut grass and other undesirable plant species.

The livestock forage inventory was based on management and weather conditions that existed in June 2016. Annual forage production will vary due to climatic conditions and management of the grazing system. The forage inventory should be evaluated on an annual or semi-annual basis to ensure proper stocking rate according to the goals listed for the site and to meet the forage requirements of the livestock.

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6. Livestock Forage Balance

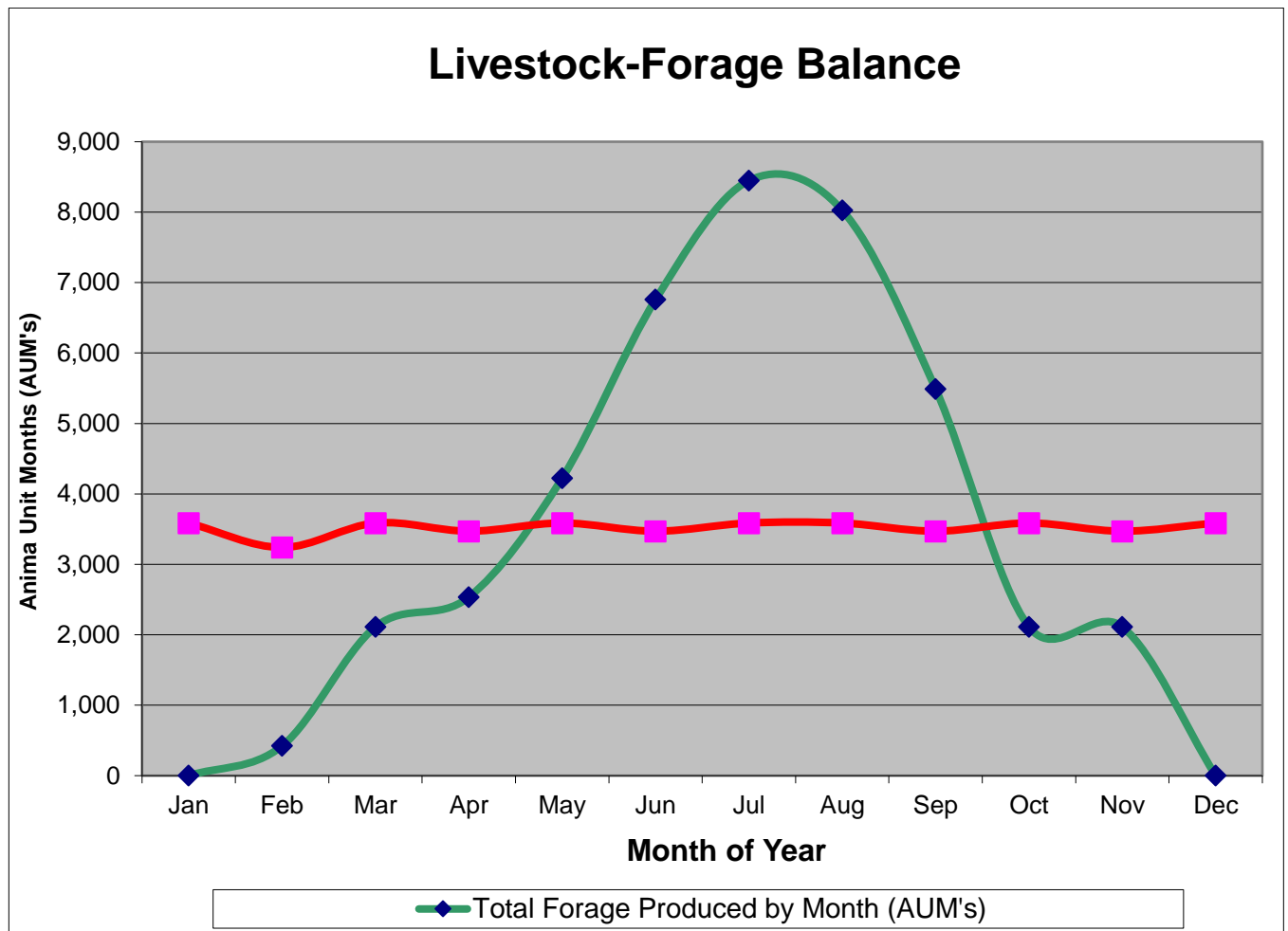


Figure 6 illustrates the relationship of forage growth and animal demand for the project area. The “*Forage Produced*” in Figure 6 represents the amount of forage grown in each month. It is important to note that forage growth is not sufficient to meet grazing demand from October through May. However, if the area is properly stocked and managed there will be enough standing forage to support the grazing animals without jeopardizing environmental quality or livestock production.

The Prescribed Grazing Plan contains 10 items which should be implemented annually in order to achieve the desired results.

1. **Rotational Grazing** should be applied to maintain and improve the health and vigor of the plant community.
2. **Proper Grazing Use** will be applied to all grazed areas to regulate the amount of herbage removed by grazing animals. During the growing season, the degree of use of native vegetation will be limited to 50% (by weight) of the current year’s growth.

3. **Grazing heights** will be used to guide grazing management decisions (see section 11).
4. **Nesting Period** – The rotational grazing system should be managed to provide an undisturbed nesting period for ground nesting species during the nesting season. Livestock should be removed from at least 1/3 of the grazing unit every year for a period 4 to 6 weeks in length during the period between February 1 and June 30.
5. **Deferment periods** should be provided following all mechanical and/or chemical brush management activities. This will allow desirable plants to recover from the stress or damage caused by the treatment. The length of the deferment periods will be at least 90 consecutive days during the period of June 1 through October 1.
6. **Supplemental feed** will be provided to livestock during periods when forage quality and quantity is low.
7. **Weed prevention and control** - All planting material and other supplemental feed will be free of noxious or invasive weed seed. An aggressive pest management plan has already been implemented to combat encroachment of invasive-exotic species.
8. **Feeding Area Management** - Supplemental feed provided to domestic livestock will be fed on upland areas at least 100 feet away from wetlands, streams, ditches, and ponds. Supplement feeders will be well dispersed across the landscape. Supplemental feeding locations will be moved at least once every 30 days.
9. **Portable feeders** will be used to provide protein, mineral, and other supplements to livestock. These feeders will be moved as needed to improve livestock distribution and prevent undesirable effects on the landscape.
10. **Plan Review** – Annual reviews should be scheduled with the local Natural Resources Conservation Service (NRCS) office to ensure the plan meets the goals and objectives of the property and those of the livestock owner.

Plant Communities Descriptions

Pasture – Main forage is Bahia grass. Most pastures are good condition. Some Bahia pastures contain Smut grass, and other weedy undesirable species. Plant composition shows an average of 60-80 % Bahia and 20-40 % Smut grass/undesirable. Suggested stocking rate is **2.8-3.2 AUM/Acre (3.8-4.2 Ac/AU)**.

Freshwater Marsh/Wet Prairie – Wet areas with mainly wetland plants. Flooded for most of the wet season and are considered very important habitat for many wildlife species. Most of the wetlands on the ranch are in good condition. Plant composition includes, Maidencane, Torpedo grass, Carolina willow, Saw grass, Pickerel weed, juncus, sedges, and others. Suggested stocking rate is **10-12 Ac./AU**.

Hardwood Hammock - This community is present throughout the ranch. This community mainly consists of Live Oak, Laurel Oak and Cabbage Palm trees. This community has a low Potential for producing forage due to the dense canopy cover of hardwoods and associated palms. These will provide protection from cold weather and shade during hot summer months. There will be little forage available when the canopy cover exceeds 60 percent. Suggested stocking rate is **50 Ac/AU**.

South Florida Flatwoods - This community is present in the northwestern part of the ranch. This community mainly consists of Slash pine, Saw palmetto, Cabbage palm in the overstory. The understory consisted of Saw palmetto, Wax myrtle, native grasses and Bahia grass. Suggested stocking rate is **19 Ac/AU**.

Cypress Swamp- This plant community is mainly found in the southeastern portion of the wildlife management area. It mainly consist of Bald cypress, Pond cypress, Sweetgum, Loblolly bay and other associated hardwoods. Cypress swamps have a high value for wildlife habitat. It is well suited for waterfowl, wading birds and can serve as turkey roosting areas. This community has a relatively low diversity of plant species due to the fluctuating water levels and low nutrient availability.

Suggested stocking rate is **100 Ac/AU**.

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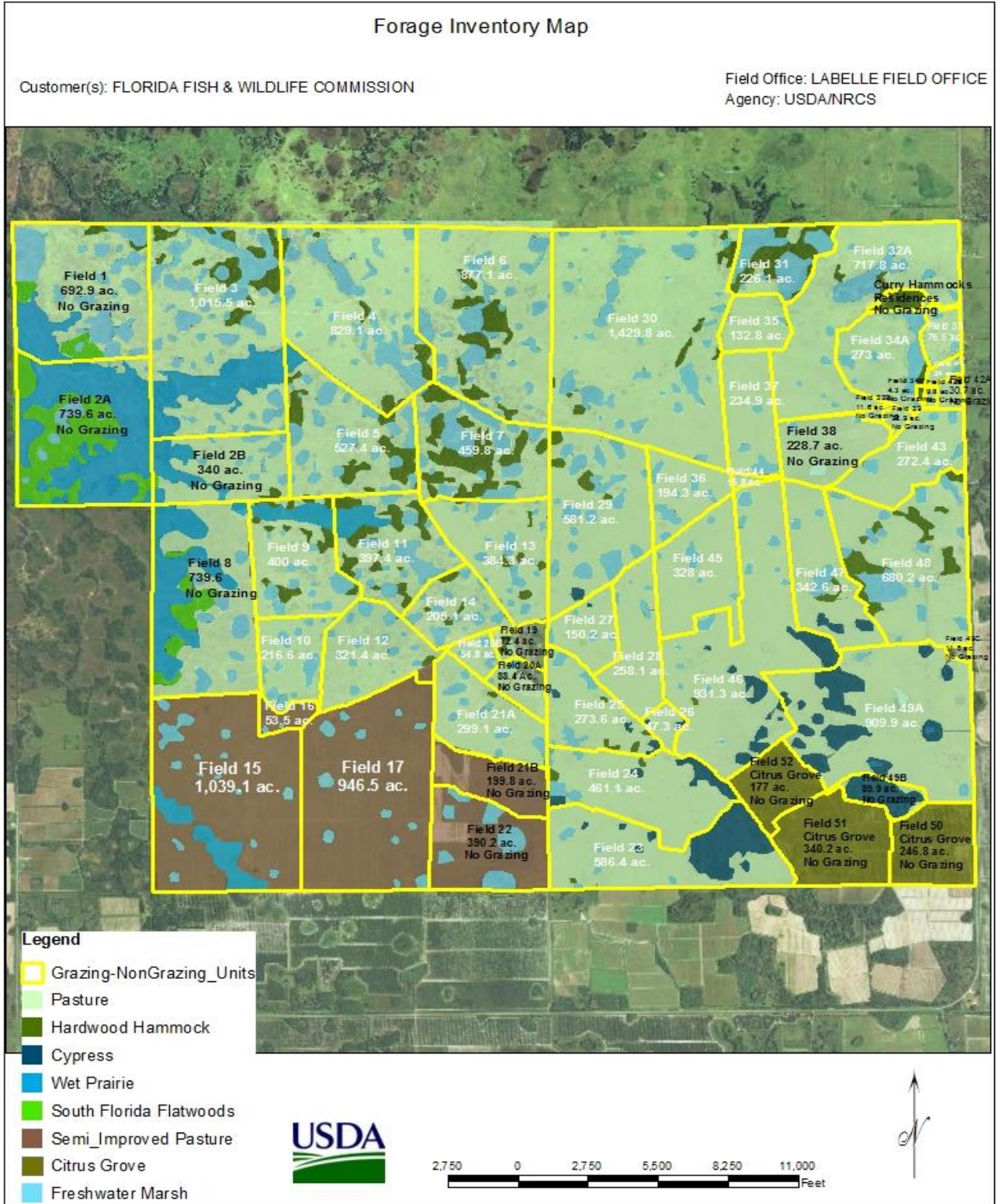
Field Name or Number and Kind of Forage	RANGELAND				PASTURE AND CROPLAND				AVAILABLE FORAGE	
	Ecological Community or Range Site	Condition Class (E, G, F, P)	Acres (Ac.)	Suggested Stocking Rate (Acre/AU)	Growing Period (months)	Fertility Level (lbs.N) (Ac.)	Acres	Suggested Stocking Rate (AUM/Ac.)	Animal Unit Month (AUM)	Animal Unit Year (AU)
7-Bahia					Mar.-Oct.		205.9	3.0	617.7	51.5
7-Hardwood Hammock	HH	G	122.2	50					29.3	2.4
7-Freshwater Marsh	FWM	F-G	131.7	10					158.0	13.2
9-Bahia					Mar.-Oct.		255.1	3.0	765.3	63.8
9-Hardwood Hammock	HH	G	45.2	50					10.8	0.9
9-Freshwater Marsh	FWM	F-G	99.6	10					119.5	10.0
10-Bahia					Mar.-Oct.		180.1	3.1	558.3	46.5
10-Freshwater Marsh	FWM	G	36.4	10					43.7	3.6
11-Bahia					Mar.-Oct.		201.7	3.0	605.1	50.4
11-Freshwater Marsh	FWM	G	80.2	10					96.2	8.0
11-Hardwood Hammock	HH	F-G	73.7	50					17.7	1.5
11-Wet Prairie	WP	F-G	41.8	12					41.8	3.5
12-Bahia					Mar.-Oct.		279.8	3.0	839.4	70.0
12-Hardwood Hammock	HH	G	3.5	50					0.8	0.1
12-Freshwater Marsh	FWM	G	38.1	10					45.7	3.8
13-Bahia					Mar.-Oct.		318.4	3.0	955.2	79.6
13-Freshwater Marsh	FWM	F-G	47.6	10					57.1	4.8
13-Hardwood Hammock	HH	G	18.3	50					4.4	0.4
14-Bahia					Mar.-Oct.		151.9	2.8	425.3	35.4
14-Freshwater Marsh	FWM	G	41.2	10					49.4	4.1
14-Hardwood Hammock	HH	G	12	50					2.9	0.2
15-Semi-Imp. Pasture					Mar.-Oct.		905.6	2.0	1811.2	150.9
15-Freshwater Marsh	FWM	F-G	36.8	10					44.2	3.7
15-Wet Prairie	WP	F-G	96.7	12					96.7	8.1
TOTAL			828				2499		7395.9	616.3
Forage production will vary between years depending on precipitation and temperatures.										
Notes:										

Field Name or Number and Kind of Forage	RANGELAND				PASTURE AND CROPLAND				AVAILABLE FORAGE	
	Ecological Community or Range Site	Condition Class (E, G, F, P)	Acres (Ac.)	Suggested Stocking Rate (Acre/AU)	Growing Period (months)	Fertility Level (lbs.N) (Ac.)	Acres	Suggested Stocking Rate (AUM/Ac.)	Animal Unit Month (AUM)	Animal Unit Year (AU)
16-Bahia					Mar.-Oct.		41.9	3.0	125.7	10.5
16-Freshwater Marsh	FWM	F	11.6	10					13.9	1.2
17-Semi-Imp Pasture					Mar.-Oct.		895.2	2.0	1790.4	149.2
17-Freshwater Marsh	FWM	F-G	51.2	10					61.4	5.1
20B-Bahia					Mar.-Oct.		72.4	3.0	217.2	18.1
20B-Hardwood Hammoc	HH	G	0	50					0.0	
20B-Freshwater Marsh	FWM	F-G	16	10					19.2	1.6
21A-Bahia					Mar.-Oct.		253.7	3.0	761.1	63.4
21A-Freshwater Marsh	FWM	F-G	43.2	10					51.8	4.3
21A-Hardwood Hammoc	HH	G	2.2	50					0.5	0.0
23- Pasture					Mar.-Oct.		419.6	3.2	1342.7	111.9
23-Cypress	Cypress	G	152.3	100					18.3	1.5
23- Freshwater Marsh	FWM	F-G	13.1	10					15.7	1.3
23-Hardwood Hammoc	HH	G	1.6	50					0.4	0.0
24- Pasture					Mar.-Oct.		386.4	3.2	1236.5	103.0
24- Cypress	Cypress	G	42.9	100					5.1	0.4
24-Freshwater Marsh	FWM	G	25.2	10					30.2	2.5
24-Hardwood Hammoc	HH	G	6.6	50					1.6	0.1
25- Pasture					Mar.-Oct.		224.7	3.2	719.0	59.9
25-Cypress	Cypress	G	13	100					1.6	0.1
25-Freshwater Marsh	FWM	F-G	26.3	10					31.6	2.6
25-Hardwood Hammoc	HH	G	9.6	50					2.3	0.2
26-Pasture					Mar.-Oct.		42.2	3.2	135.0	11.3
26-Cypress	Cypress	G	4.9	100					0.6	0.0
TOTAL			415				2336		6582.0	548.5
Forage production will vary between years depending on precipitation and temperatures.										
Notes:										

Field Name or Number and Kind of Forage	RANGELAND				PASTURE AND CROPLAND				AVAILABLE FORAGE	
	Ecological Community or Range Site	Condition Class (E, G, F, P)	Acres (Ac.)	Suggested Stocking Rate (Acre/AU)	Growing Period (months)	Fertility Level (lbs.N) (Ac.)	Acres	Suggested Stocking Rate (AUM/Ac.)	Animal Unit Month (AUM)	Animal Unit Year (AU)
27-Pasture					Mar.-Oct.		139.9	3.2	447.7	37.3
27-Cypress	Cypress	G	0.9	100					0.1	0.0
27-Hardwood Hammoc	HH	G	1.8	50					0.4	0.0
27-Freshwater Marsh	FWM	F-G	7.6	10					9.1	0.8
28-Pasture					Mar.-Oct.		249.5	3.2	798.4	66.5
28-Freshwater Marsh	FWM	F-G	8.6	10					10.3	0.9
29-Pasture					Mar.-Oct.		433.8	3.2	1388.2	115.7
29-Cypress	Cypress	G	5.4	100					0.6	0.1
29-Freshwater Marsh	FWM	G	119.9	10					143.9	12.0
29-Hardwood Hammoc	HH	G	22.1	50					5.3	0.4
30-Pasture					Mar.-Oct.		1232.1	3.2	3942.7	328.6
30-Freshwater Marsh	FWM	F-G	223.4	10					268.1	22.3
30-Hardwood Hammoc	HH	G	26.2	50					6.3	0.5
31- Pasture					Mar.-Oct.		3.5	3.0	10.5	0.9
31-Freshwater Marsh	FWM	G	120.2	10					144.2	12.0
31-Hardwood Hammoc	HH	G	71.4	50					17.1	1.4
32A-Pasture					Mar.-Oct.		632.0	3.0	1896.0	158.0
32A-Freshwater Marsh	FWM	G	75	10					90.0	7.5
32A-Hardwood Hammoc	HH	G	10.8	50					2.6	0.2
33-Pasture					Mar.-Oct.		71.0	3.0	213.0	17.8
33-Freshwater Marsh	FWM	F-G	5.5	10					6.6	0.6
34A-Pasture					Mar.-Oct.		203.2	3.0	609.6	50.8
34A-Freshwater Marsh	FWM	G		10			63.6		0.0	
34A-Hardwood Hammoc	HH	G		50			6.2		0.0	
TOTAL			699				3035		10010.8	834.2
Forage production will vary between years depending on precipitation and temperatures.										
Notes:										

Field Name or Number and Kind of Forage	RANGELAND				PASTURE AND CROPLAND				AVAILABLE FORAGE	
	Ecological Community or Range Site	Condition Class (E, G, F, P)	Acres (Ac.)	Suggested Stocking Rate (Acre/AU)	Growing Period (months)	Fertility Level (lbs.N) (Ac.)	Acres	Suggested Stocking Rate (AUM/Ac.)	Animal Unit Month (AUM)	Animal Unit Year (AU)
35-Pasture					Mar.-Oct.		130.2	3.2	416.6	34.7
35-Freshwater Marsh	FWM	F-G	2.6	10					3.1	0.3
36-Pasture					Mar.-Oct.		164.5	3.2	526.4	43.9
36-Freshwater Marsh	FWM	F-G	29.8	10					35.8	3.0
36-Hardwood Hammoc	HH	G	0	50					0.0	
37-Pasture					Mar.-Oct.		214.1	3.2	685.1	57.1
37-Freshwater Marsh	FWM	G	20.8	10					25.0	2.1
40-Pasture					Mar.-Oct.		20.7	2.8	58.0	4.8
40-Freshwater Marsh	FWM	G	3.3	10					4.0	0.3
41-Pasture					Mar.-Oct.		2.3	2.8	6.4	0.5
42A-Pasture					Mar.-Oct.		30.7	2.8	86.0	7.2
43-Pasture					Mar.-Oct.		247.2		0.0	
43-Freshwater Marsh	FWM	G	25.2	10					30.2	2.5
44-Pasture					Mar.-Oct.		15.8	3.2	50.6	4.2
45-Pasture					Mar.-Oct.		312.7	3.2	1000.6	83.4
45-Freshwater Marsh	FWM	G	15.3	10					18.4	1.5
46-Pasture					Mar.-Oct.		812.4	3.0	2437.2	203.1
46-Cypress	Cypress	G	46.7	100					5.6	0.5
46-Freshwater Marsh	FWM	G	70.6	10					84.7	7.1
46-Hardwood Hammoc	HH	G	1.6	50					0.4	0.0
47-Pasture					Mar.-Oct.		295.4	3.0	886.2	73.9
47-Cypress	Cypress	G	16.6	100					2.0	0.2
47-Freshwater Marsh	FWM	G	23	10					27.6	2.3
47-Hardwood Hammoc	HH	G	7.6	50					1.8	0.2
TOTAL			256				2246		6391.6	532.6
Forage production will vary between years depending on precipitation and temperatures.										
Notes:										

7. Livestock Forage Inventory Map:



8. Annual Grazing Schedule:

Annual Grazing Schedules are designed to account for variations in the amount and growth of forage due to changes in climatic conditions. The following schedule should be used as a guide only. The ranch has many gates and enough lanes that will allow many other herd sizes and combinations.

Name: FWC-Dinner Island Ranch Type of livestock (cow-calf, dairy, stocker, etc.) : Beef Cow-Calf
 Technician: Poole Animal units on hand: _____ Estimated No. of game animals: _____
 Date: 8/1/2016 Planned animal units this year: _____

Field or Pasture No.(s) Kind of Forage	Acres	(By months, show planned No. of animals in each grazing unit.)												
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
3- Pasture/ Range	1051.5	H-1					H-1						H-1	
4-Pasture/ Range	829.1		H-1					H-1						H-1
5-Pasture/ Range	527.4			H-1					H-1					
6-Pasture/ Range	877.1				H-1						H-1			
7-Pasture/ Range	459.8					H-1						H-1		
9-Pasture/ Range	400	H-2						H-2						
10-Pasture/ Range	216.6		H-2						H-2					
11-Pasture/ Range	397.4			H-2							H-2			
12-Pasture/ Range	321.4				H-2							H-2		
13-Pasture/ Range	384.3					H-2							H-2	
14-Pasture/ Range	205.1						H-2							H-2
15-Pasture/ Range	1039.1	H-3					H-3						H-3	
16-Pasture/ Range	53.5		H-3					H-3						H-3
17-Pasture/ Range	946.5			H-3					H-3					
20B-Pasture/ Range	54.8				H-3						H-3			
21A-Pasture/ Range	299.1					H-3						H-3		
TOTAL	8063													
Supplemental Feed Needed: (Indicate Type* and month)		XO	XO	O	O	O	O	O	O	O	O	O	XO	XO
Type* Hay--, Protein X, Other O														

Name: FWC-Dinner Island Ranch Type of livestock (cow-calf, dairy, stocker, etc.) : Beef Cow-Calf

Technician: Poole Animal units on hand: _____ Estimated No. of game animals: _____

Date: 11/1/2013 Planned animal units this year: _____

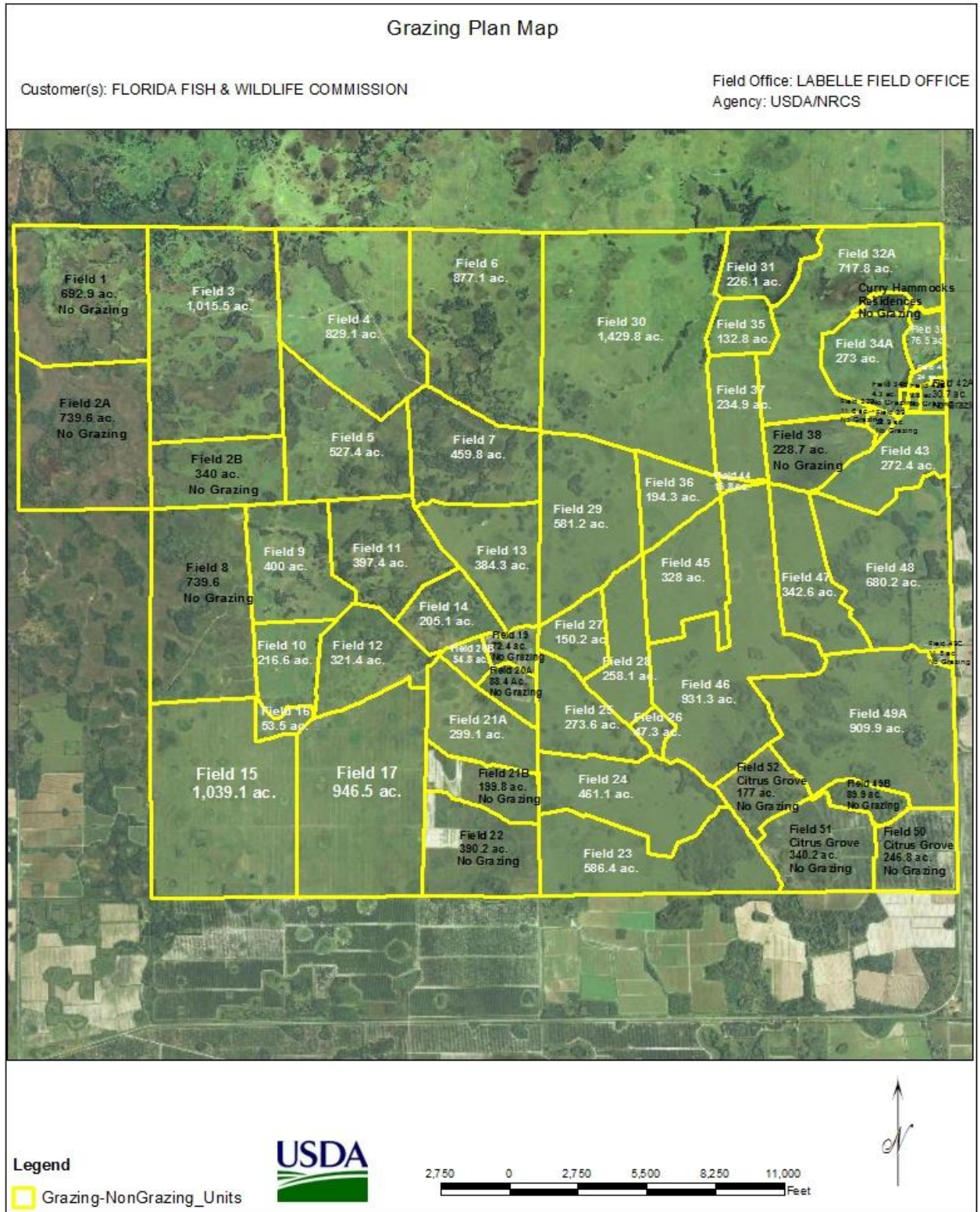
Field or Pasture No.(s) Kind of Forage	Acres	(By months, show planned No. of animals in each grazing unit.)												
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
23-Pasture/ Range	586.4	H-4						H-4						
24-Pasture/ Range	461.1		H-4						H-4					
25-Pasture/ Range	273.6			H-4						H-4				
26-Pasture	47.3				H-4						H-4			
27-Pasture/ Range	150.2					H-4						H-4		
28-Pasture/ Range	258.1						H-4						H-4	
29-Pasture/ Range	581.2	H-5			H-5			H-5			H-5			
30-Pasture/ Range	1429.8		H-5			H-5			H-5			H-5		
31-Pasture/ Range	226.1			H-5			H-5			H-5			H-5	
32A-Pasture/ Range	717.8	H-6							H-6					
33-Pasture/ Range	76.5		H-6							H-6				
34A-Pasture/ Range	273			H-6							H-6			
35-Pasture/ Range	132.8				H-6							H-6		
36-Pasture/ Range	194.3					H-6							H-6	
37-Pasture/ Range	234.9						H-6							
40-Pasture/ Range	24							H-6						
TOTAL	5667													
Supplemental Feed Needed: (Indicate Type* and month)		XO	XO	O	O	O	O	O	O	O	O	O	XO	XO
Type* Hay--, Protein X, Other O														

Name: FWC-Dinner Island Ranch Type of livestock (cow-calf, dairy, stocker, etc.) : Beef Cow-Calf
 Technician: Poole Animal units on hand: _____ Estimated No. of game animals: _____
 Date: 11/1/2013 Planned animal units this year: _____

Field or Pasture No.(s) Kind of Forage	Acres	(By months, show planned No. of animals in each grazing unit.)											
		JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
41-Cowpens/ Pasture	2.3												
42A-Pasture	30.7	H-7		H-7		H-7		H-7		H-7		H-7	
43-Pasture/ Range	272.4		H-7		H-7		H-7		H-7		H-7		H-7
44-Cowpens/ Pasture	15.8												
45-Pasture/ Range	328	H-8			H-8			H-8			H-8		
46-Pasture/ Range	931.3		H-8			H-8			H-8			H-8	
47-Pasture/ Range	342.6			H-8			H-8			H-8			H-8
48-Pasture/ Range	680.2	H-9		H-9		H-9		H-9		H-9		H-9	
49A-Pasture/ Range	909.9		H-9		H-9		H-9		H-9		H-9		H-9
TOTAL	3513												
Supplemental Feed Needed: (Indicate Type* and month)		XO	XO	O	O	O	O	O	O	O	O	XO	XO
Type* Hay--, Protein X, Other O													

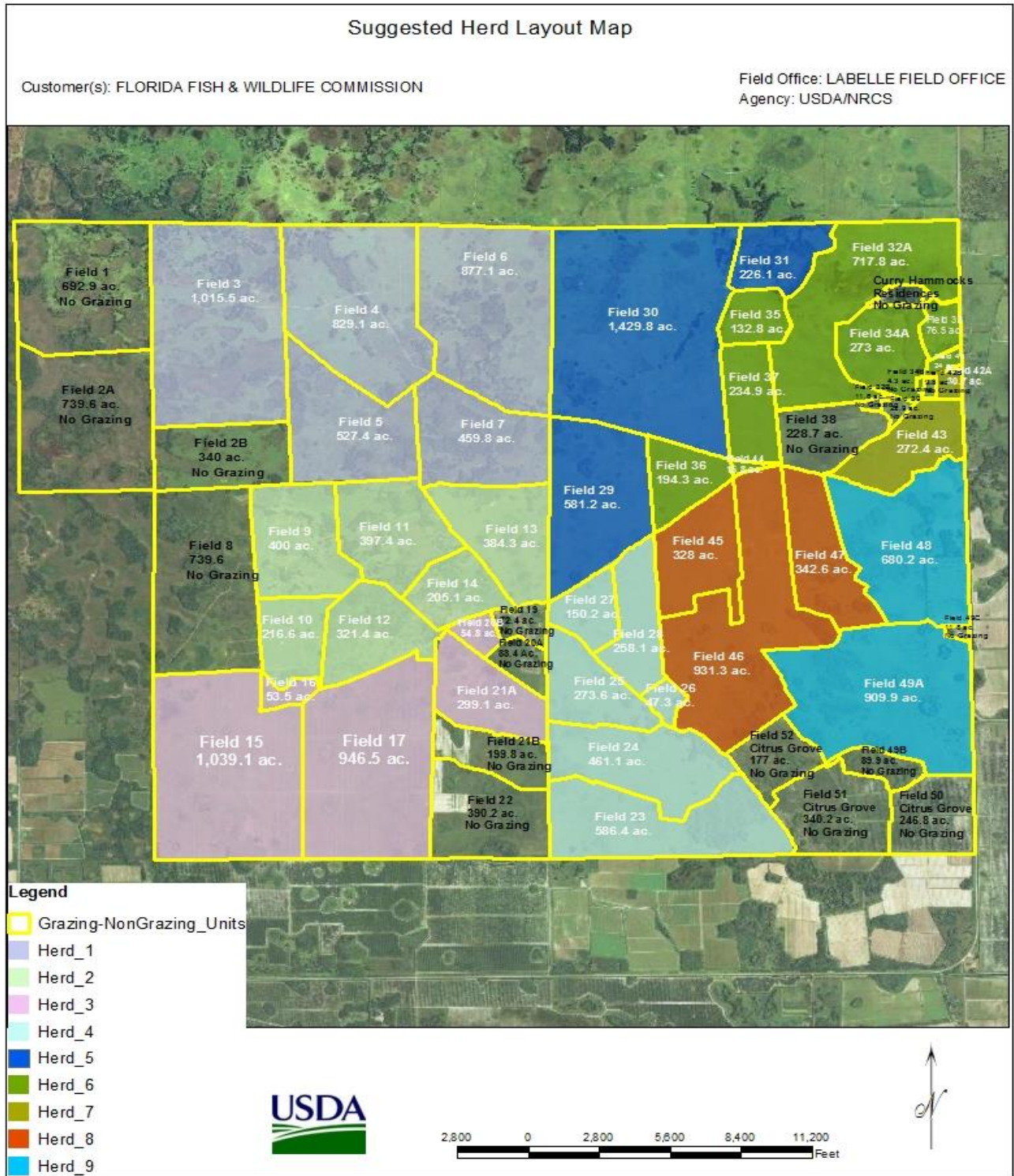
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9. Plan Map



10. Suggested Herd Layout Map

This map is ONLY A SUGGESTION of a possible herd layout. The ranch has many gates and enough lanes that will allow many other herd sizes and combinations. The forage inventory table will help you determine other herd combinations and herd size as needed.



11. Recommended Grazing Heights and Length of Grazing Periods:

Grazing animals can rapidly and substantially alter the productivity and amount of forage in each pasture because of grazing preferences and animal distribution. Overgrazing adversely affects wildlife habitat, plant growth, water, soil conservation, and plant persistence. Animals prefer improved pasture forages like the one listed below and avoid plants that are coarse and hard to digest. During the late spring, summer and early fall cattle tend graze upland areas and avoid grazing in wetlands such as sloughs and marshes if adequate forage is available. However, limited availability of forage plants on upland areas may induce more grazing of the wetland plants in some seasons, and could result in overgrazing. Undergrazing results in forage waste, reduced quality, and reduced tiller development. Therefore, the number of animals on a specific area must be balanced with available forage to achieve the goals and objectives for this site. This will require monitoring of the forage availability on a regular basis and adjusting the stock density as needed to maintain a unique balance of desirable forage and important wetland vegetation.

The following table lists common forages found in South Florida along with recommended heights to maintain healthy stands of forage:

FORAGE TYPE	Min. Ht. To Begin Grazing	Min. Grazing Ht.
Bahia grass	6"	2"
Limpo grass	12"	4"
Pangola Digitgrass	8"	6"
Maidencane (FWM)	12"	6-8"
Chalky bluestem (Rangeland)	12"	6-8"

Grazing heights for native forage plants is dependent upon the species and the time of year the plant is grazed. For Native Grasses, ***remove no more than 50% (by weight) of the plant in any grazing event*** This will provide proper use of the forage while maintaining sufficient plant material to, provide wildlife habitat, protect the soil resource, and maintain the health of the plant community.

Grazing periods should be kept relatively short to prevent the plants from being grazed before they have the opportunity to recover from the last grazing event. This will depend on the size of the herd and the area to be grazed. Use the forage heights shown in the previous table to determine the length of the grazing periods.

Rest Periods should be provided between grazing events to allow the plants to recover from the effects of grazing. The recovery periods should be long enough to allow the forages to reach the *Minimum Height to Begin Grazing*. Because the rest periods are based on the growth rate of the plants the length of the rest period will vary. The recommended recovery periods are shown in the following table:

	Resting Periods Based on Forage Growth Rate
--	----------------------------------------------------

Forage Type	Forage Growth Rate		
	Fast (June 1-Sept 1)	<u>Moderate</u> (Mar 1-June 1 Sept 1 – Nov 1)	Dormant (Nov 1- Mar 1)
Bahia grass	14-28 days	28-35 days	35-60 days or more
Limpograss	14-21 days	28-35 days	35-60 days or more
Pangolagrass	7-21 days	21-28 days	28-60 days or more
Maidencane	28-35 days	35-45 days	45-60 days or more
Chalky bluestem	28-35 days	35-45 days	45-60 days or more

12. Adjustments to the Grazing System:

Adjustments in the grazing management system will be necessary during and after management activities, such as planting, prescribed burning or pest management. The adjustments will provide a suitable period for the vegetation to recover from the management activity or as dictated by pesticide label restrictions. A deferment from grazing means the complete removal of all domestic animals for the duration of the deferment.

If buffer areas are developed around specific wetlands or other areas within the Ranch during the restoration process, livestock grazing may be permitted during dry periods of the year. This will help to utilize available forages within the buffer and control woody vegetation. Stocking rates should be adjusted to assure that grazing is complete within one week. The minimum grazing heights listed in Section 11 for corresponding grasses shall not be exceeded.

When prescribed burning is applied, grazing shall be deferred as follows:

Improved pasture areas	30-60 days during the growing season (Mar1-Oct1)
Flatwoods	30-90 days during the growing season (Mar1-Oct1)
Fresh Water Marsh and Slough	30-90 days during the growing season (Mar1-Oct1)

Areas that have been disturbed and planted to native vegetation shall be deferred from grazing for a minimum of 1 complete growing season following planting or until the grass is well established and produces seed. Native grass plantings generally require 2 complete growing seasons to become well established. The deferment shall continue until a NRCS Rangeland or Grazing Land Specialist has provided approval. Temporary fences may be used to protect small areas during the deferment period.

Areas that have been mechanically treated and/or planted, will be provided a deferment period to allow herbaceous plants to recover. The deferment will be a minimum of 90 consecutive days during the period of March 1 to December 1, unless only spot control was applied.

If herbicides used to control common weeds and invasive species the grazing management will be adjusted to meet the requirements (if any) listed on the herbicide label. Cattle will not be allowed to re-enter the area for the duration shown on the herbicide label.

13. Operation and Maintenance:

The location of mineral and supplement feeders will be moved routinely to evenly distribute grazing animals throughout the pasture. The herd will be rotated to a fresh pasture when the average stubble height falls below the recommended minimum grazing height (See Section 11). When possible, the grazing period should be 14 days or less and the pastures allowed a recovery period of 21 days or until the forage reaches the recommended height to begin grazing (See Section 11).

14. Contingency Management Plan:

Forage supplies will be evaluated weekly to determine if forage supplies and quality are adequate to meet livestock demand. When the forage is not adequate, the grazing system will be adjusted or supplemental feed will be supplied. When prolonged periods of adverse climatic condition effect the supply of forage, the grazing system and/or stocking rates will be adjusted or additional supplemental feed will be provided.

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Tropical Soda Apple: A Noxious Weed in Florida¹

J. Jeffrey Mullahey, Jason Ferrell, and Brent Sellers²

Tropical soda apple (*Solanum viarum* Dunal) is a perennial weed that creates serious problems in many perennial grass pastures and native areas of Florida (Figure 1). This noxious weed, having foliage unpalatable to livestock and highly viable seed, can infest a pasture or native area within 1 to 2 years, resulting in lower stocking rates (animals per acre). The incidence of this plant has been highest in Florida, though the weed is present in Georgia, Alabama, Mississippi, South Carolina, Tennessee, Louisiana, and Pennsylvania. Within Florida, the incidence of this plant has been highest in the south, although it is now distributed throughout the entire state.

Plant Description

At maturity, TSA is 3 to 6 feet tall and the entire plant, including stems and leaves, has thorn-like prickles approximately 0.5 to 1 inch long (Figure 2). Leaves are pubescent (hairy), measure 6 to 8 inches long and 3 to 6 inches wide, and are lobed (Figure 3). The flowers are white with yellow stamens. The globular fruit, approximately 1 inch in diameter, is



Figure 1. Tropical soda apple in a typical south Florida bahiagrass pasture.

yellow when mature (Figure 4). Each mature fruit contains about 400 light red-brown seeds with diameters of approximately 0.10 inch. Seeds are only moderately flattened and are found in a mucilaginous layer containing a glycoalkaloid called solasodine. TSA fruit collected in south Florida averaged 1 inch in diameter, with an average of 413 seeds per fruit.

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Figure 2. Thorn-like prickles on a tropical soda apple leaf.



Figure 3. Mature tropical soda apple plant.

Weed Biology

Although TSA flowers throughout the year, flowering is concentrated from September through May. Fruit production occurs throughout the year (primarily from September through May), ensuring large numbers of viable seeds (from 40,000 to 50,000 per plant at 75% germination) for seed dispersal. Seed in the top 1 to 2 inches of the soil surface is more

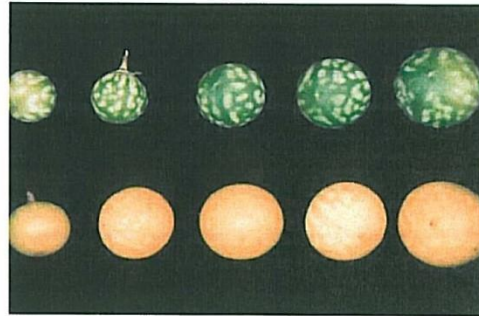


Figure 4. Tropical soda apple fruit. Top row: immature fruit. Bottom row: mature fruit.

likely to germinate than seed on the soil surface or seed placed at a depth greater than 3 inches. White (immature) seed is not viable, regardless of fruit color. Livestock and wildlife such as feral hogs, deer, and raccoons eat the fruit and disperse the seed via feces, spreading the plant to other land areas.

Seedling emergence has been observed primarily during the dry season (October through May). New plants can emerge either from seeds or from roots of existing plants, whose buds regenerate new shoots. The root system can be extensive, with feeder roots a few inches below ground measuring 0.25 to 1.0 inch in diameter and extending 3 to 6 feet horizontally from the crown of the plant.

Weed Ecology

TSA has been observed as a weed in pastures, ditch banks, sod fields, citrus groves, sugar cane fields, vegetable fields, roadsides, rangeland, and nature preserves. It is a common weed in South America, India, the West Indies, Honduras, and Mexico. Native to Argentina and central Brazil, TSA has been introduced in Africa, much of India, and Nepal and can be expected to occur in other subtropical areas. How TSA was introduced into Florida is not known. In Florida, it is an obligate weed mainly associated with human activities.

Tropical soda apple is less productive, or may actually die, in the summer, when water accumulates in fields. *Solanum* spp. were first reported by ranchers in south Florida in the early 1960s. According to these initial reports, however, the fruit color was

cherry red, not yellow. Apparently, ranchers were observing *Solanum capsicoides*, not TSA. For the past 10 years in south Florida, TSA has been the more prevalent of the two species. Although the reasons for TSA's rapid increase are not well understood, its seed is spread by animals, contaminated hay, and grass seed (e.g., that of bahiagrass).

Weed Control

Dense Infestations

Milestone and Forefront are the most effective herbicides for controlling dense stands of TSA. These herbicides possess postemergence control of existing plants and preemergence control of germinating seeds. Our research has shown that Milestone and Forefront will control germinating seedlings for over 6 months after application.

The application rate for Milestone is 5 to 7 oz/A while Forefront is 2 to 2.6 pt/A. Although the lower application rates are highly effective on existing plants, the higher rates will provide more soil activity and are suggested if large amounts of TSA seed are present in the soil. Although mowing prior to herbicide application is not required, it is important to add a non-ionic surfactant (0.25% v/v) and apply in at least 20 gallons of water per acre.

Another option is to use Remedy herbicide. When using Remedy, mow plants to a 3-inch stubble height as soon as possible to keep plants from producing fruit and seed. Repeat mowing when plants reach the flowering stage (50-60 days) through April. Fifty to 60 days after the April mowing, when plant regrowth is at the first flower stage (late May - June), spray Remedy at 1 qt/A + 0.25% nonionic surfactant in 40 gal/A of water.

Remedy does not possess soil residual and follow up applications to control escaped or new seedlings will be necessary.

Regardless which herbicide is used, regular scouting after treatment is necessary. TSA can produce fruit at almost any time during the growing season and give rise to hundreds of additional plants. It is important to monitor the fields to ensure that no plants are allowed to reestablish and produce fruit.

Sparse infestations

Areas with low TSA infestations should be targeted and each plant sprayed individually. Recommended herbicides for 95 to 100% control are as follows:

Spot Application

Milestone at 0.5 to 0.8 oz per 2.5 gal (15 to 20 ml per 2.5 gal.) + 0.25% nonionic surfactant + color marker. (Use a colored marker with the herbicide solution to avoid spraying the same plant twice, or not spraying a plant at all.)

Forefront or Remedy at 0.5% solution (50 ml per 2.5 gal) + 0.25% nonionic surfactant + color marker.

Cover the entire TSA plant with spray to ensure herbicide uptake and maximum control. Allow herbicides to dry on plants 3-4 hours before rainfall. Monitor sprayed areas monthly and treat new TSA seedlings. Do not allow plants to produce fruit.

TSA control can also be achieved using dicamba at 1% + 0.25% nonionic surfactant in 20 - 30 gallons of water. Dicamba (Banvel, Clarity or Vanquish) is effective at controlling TSA, but the 2 quart rate is more expensive than other options. Be sure and follow the guidelines for spraying volatile herbicides such as dicamba and Remedy (see EDIS publication SS-AGR-12 *Florida's Organo-Auxin Herbicide Rule* [<http://edis.ifas.ufl.edu/WG051>] for more information).

Shipping Cattle

Ship cattle from an area that does not have TSA or is TSA fruit free. Mowing a TSA infested pasture prior to shipping will eliminate the fruit and the consumption of TSA seed by the cattle. The TSA seed can remain viable in the digestive tract for up to six days. Therefore, when you buy cattle, hold them in one area for up to six days to avoid the spread of TSA to other areas on your ranch. For more information, see EDIS publication SS-AGR-78 *Shipping Cattle, Not Tropical Soda Apple Seed* (<http://edis.ifas.ufl.edu/UW187>).

IFAS is researching methods to control TSA. Efforts to identify effective methods are focused on

herbicide evaluations, herbicide rates, and biological control measures (insects and pathogens). IFAS is also conducting an aggressive TSA educational outreach program to educate ranchers and landowners. Individuals requiring additional information should contact their county Extension offices.

South Florida
(
<http://tsa.ifas.ufl.edu/00Slides/SouthFlorida/index.html>)

Further Information

EDIS publications:

SS-AGR-50 Tropical Soda Apple (*Solanum viarum*, Dunal) in Florida
(<http://edis.ifas.ufl.edu/WG201>)

SS-AGR-78 Shipping Cattle, Not Tropical Soda Apple Seed (<http://edis.ifas.ufl.edu/UW187>)

SS-AGR-129 Tropical Soda Apple Control--Sorting Through the Options
(<http://edis.ifas.ufl.edu/AG261>)

SS-AGR-130 Management Practices to Control Tropical Soda Apple
(<http://edis.ifas.ufl.edu/UW188>)

SS-AGR-131 Tropical Soda Apple Making a Comeback (<http://edis.ifas.ufl.edu/UW189>)

ENY-826 Biology of *Gratiana boliviana*, the First Biocontrol Agent Released to Control Tropical Soda Apple in the USA
(<http://edis.ifas.ufl.edu/IN487>)

ENY-824 Classical Biological Control of Tropical Soda Apple in the USA
(<http://edis.ifas.ufl.edu/IN457>)

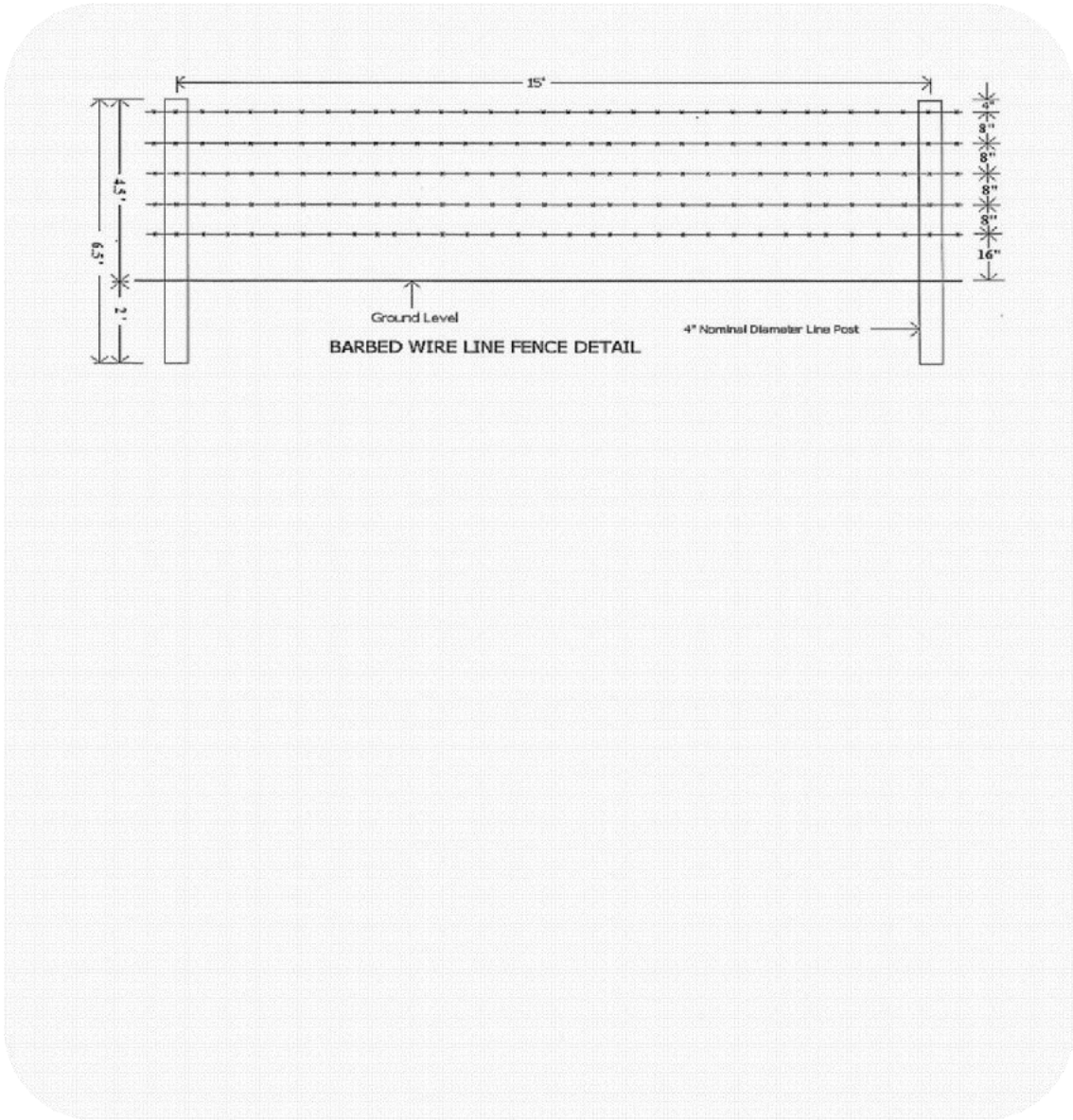
West Florida Research and Education Center:

Tropical Soda Apple (<http://tsa.ifas.ufl.edu/>)

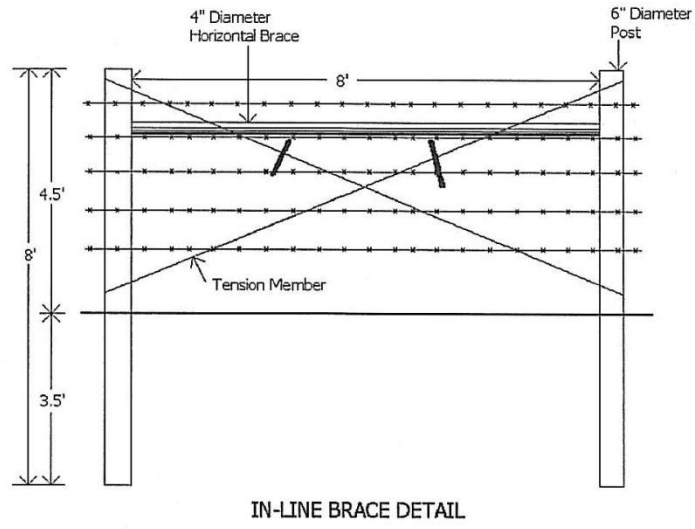
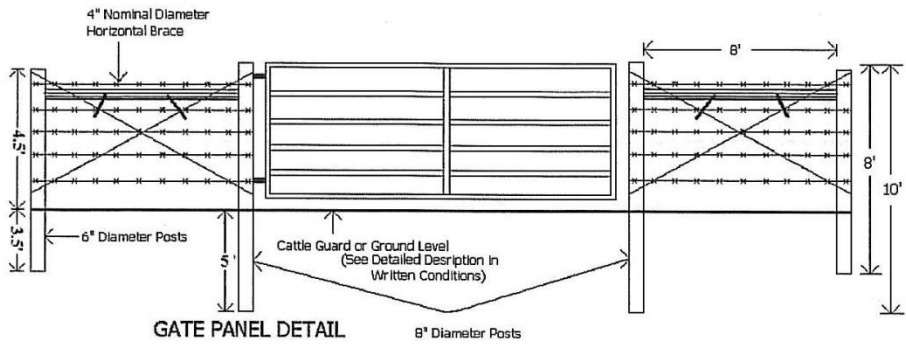
Tropical Soda Apple Best Management Practices--

North Florida
(
<http://tsa.ifas.ufl.edu/00Slides/NorthFlorida/index.html>)

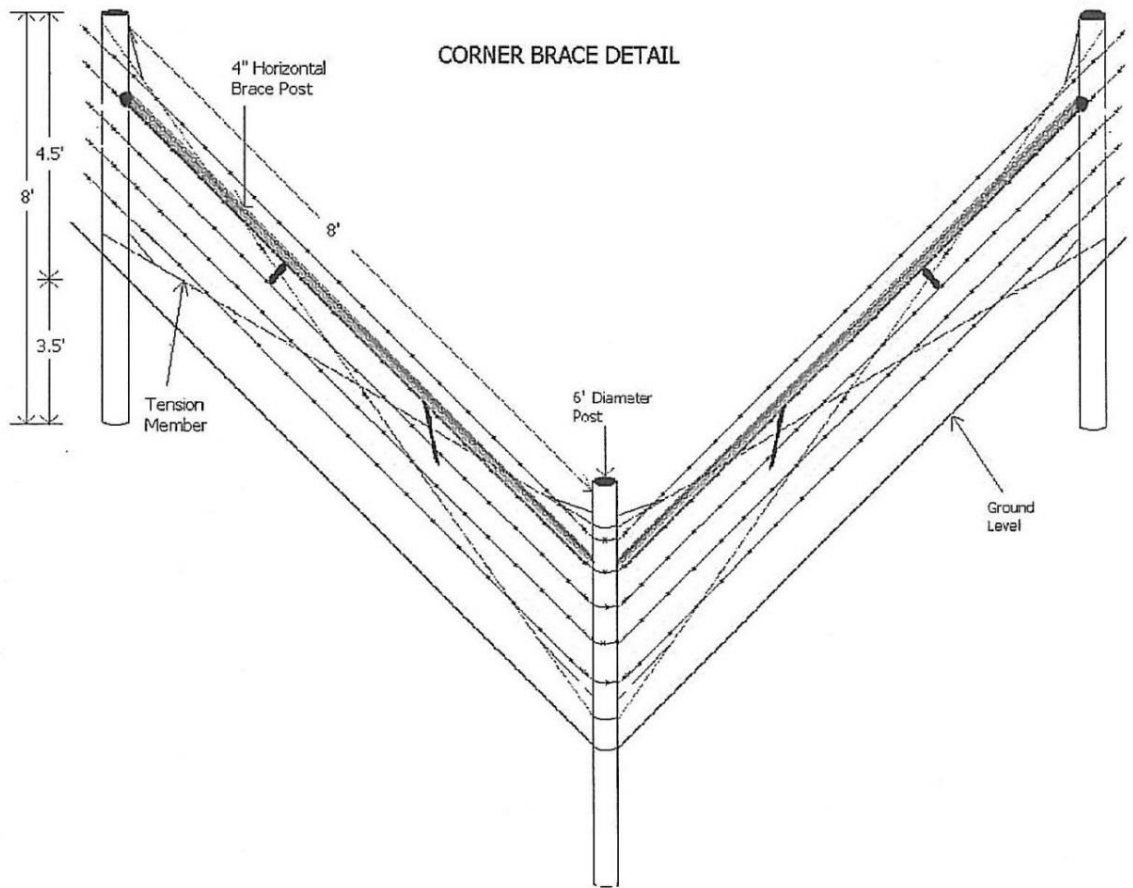
ATTACHMENT C – Specifications for Fence Construction (page 1 of 3)



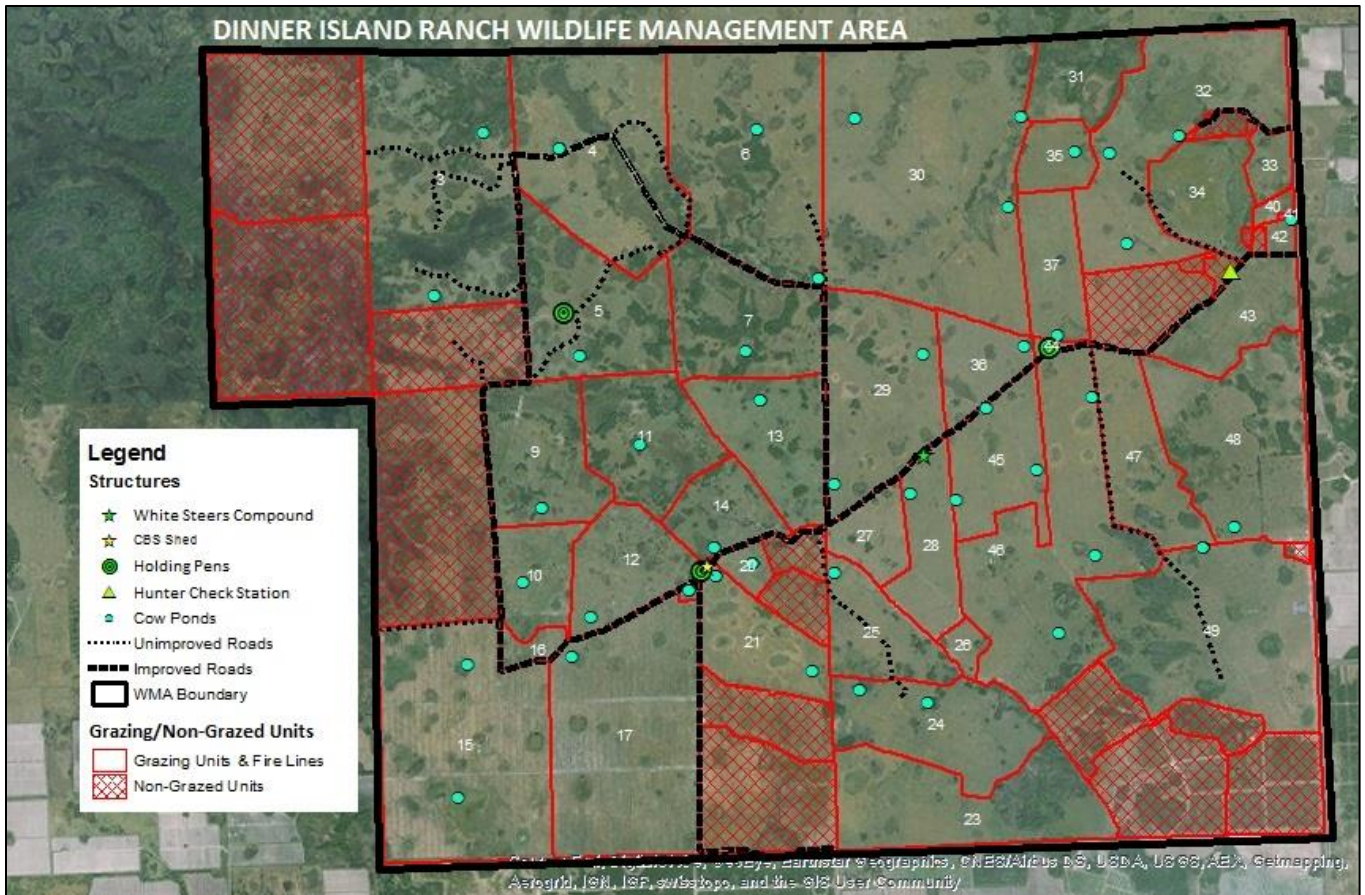
ATTACHMENT C – Specifications for Fence Construction (page 2 of 3)



ATTACHMENT C – Specifications for Fence Construction (page 3 of 3)



Attachment D – Dinner Island Ranch Wildlife Management Area Grazing Map



FWC 16/17-14
ATTACHMENT E
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

Date:

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 _____
Type of Identification Produced
My Commission Expires:

Notary Public (Seal)
Type Name:

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: _____

Attachment F
CERTIFICATIONS AND ASSURANCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.
 - c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph D.1. of this certification.
4. Notifying the employee in the statement required by paragraph D.1. of this certification that, as a condition of employment under the Contract, the employee will:

- a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the Commission in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose Contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
- a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

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

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

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

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

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

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

FWC Solicitation No. FWC 16/17-14

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

true and correct.

(Signature and Title of Authorized Representative)

Contractor

Date

(Street)

(City, State, ZIP Code)