



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

REQUEST FOR PROPOSAL: FWC 18/19-106
 TITLE: **PHYSICAL ABILITIES TEST FOR PRESCRIBED BURNERS**

ACKNOWLEDGEMENT FORM

Purpose: The intent of this RFP is to obtain competitive responses to conduct a Job Task Analysis of the physical fitness standards for FWC’s Wildlife and Habitat Management Prescribed Burn Program, per the specifications contained herein. Only responsive and responsible Respondents will be considered for award of this RFP.

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

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

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

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

Name of Business: _____

Contact Person Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

Federal Employer Identification Number: _____

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

Authorized Signature (Manual): _____

Authorized Signature Name (Typed) and Title: _____

Date: _____

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION



FWC 18/19-106

REQUEST FOR PROPOSAL – CALENDAR OF EVENTS

SCHEDULE	DUE DATE	METHOD
RFP Advertised	May 10, 2019	Posted on the Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/mainmenu
Deadline for Questions	Must be received PRIOR to: May 21, 2019 @ 5:00 PM EST	See Deadline for Questions Clause
Anticipated date for Responses to Written Questions	May 23, 2019	Posted on the Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/mainmenu
SEALED RESPONSE DUE (REMEMBER: RFP number should be clearly marked on envelope)	Must be received PRIOR to: June 7, 2019 @ 10:00 AM EST	Submit BEFORE the due date and time to the following address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 2590 Executive Center Circle East, Suite 100 Tallahassee, Florida 32301
Public Response Opening	June 7, 2019 @ 10:00 AM EST	
Evaluation Period	From June 13, 2019 to July 5, 2019	Florida Fish & Wildlife Conservation Commission
Anticipated Date of Intended Award	July 15, 2019	Posted on the Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/mainmenu

GENERAL CONDITIONS

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

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

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

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

Please note:

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

TERMS AND CONDITIONS

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

https://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/state_purchasing_pur_forms

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

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

TERM

The contract will be effective for a period of eighteen months upon execution.

Project shall be completed by the Contractor by the Completion Date within eighteen (18) months post execution of the Notice to Proceed date. If circumstances constituting Force Majeure have occurred, or if anything occurs beyond the Contractor's control, the Contractor may request in writing an extension of Completion Date. The Contract Manager and the Contract Administrator, upon review of the extension request, will determine and approve if the extension can be made.

SCOPE CHANGES AFTER CONTRACT EXECUTION

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

CONDITIONS AND SPECIFICATIONS

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

DEADLINE FOR QUESTIONS

Any questions from Respondents that require an official FWC answer concerning this project shall be submitted in writing to the Procurement Manager identified below. Questions must be received no later than the date and time specified in the **Calendar of Events (Page 2)**. Questions may be sent via email with the solicitation number in the subject line. It is the responsibility of the Respondent to confirm receipt of questions if needed.

If questions are received, an addendum will be issued and shall be posted on the Vendor Bid System (VBS) (http://vbs.dms.state.fl.us/vbs/main_menu).

Questions shall be directed to:

Florida Fish & Wildlife Conservation Commission
Tallahassee Purchasing Office
Attn: Alisha Morgan, Procurement Manager
2590 Executive Center Circle East, Suite 100
Tallahassee, Florida 32301
alisha.morgan@myfwc.com

LIMITATION ON RESPONDENT CONTACT DURING SOLICITATION PERIOD

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

RESPONDENT SPECIFICATION INQUIRIES

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

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

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

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

RESPONSE OPENING LOCATION

The public opening of this RFP will be conducted at the date and time specified in the **Calendar of Events (Page 2)**, at the Florida Fish and Wildlife Conservation Commission, **Tallahassee Purchasing Office**, 2590 Executive Center Circle East, Suite 100, Tallahassee, Florida, 32301. **RESPONSES RECEIVED AFTER THE SPECIFIED DATE AND TIME WILL BE REJECTED.**

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

MAILING INSTRUCTIONS

The Contractor shall submit one (1) original and five (5) separate electronic copies (on flash drive) of their response in a **SEALED ENVELOPE** addressed to the Florida Fish and Wildlife Conservation Commission, 2590 Executive Center Circle East, Suite 100, Tallahassee, Florida 32301. **The envelope shall be plainly marked on the outside with: SOLICITATION NUMBER, DATE AND TIME OF THE RESPONSE OPENING.**

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

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

MANDATORY RESPONSIVENESS REQUIREMENTS FOR RESPONSE SUBMISSION

Response submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory)

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

TAB B. References (Mandatory) — Attachment B

The Respondent shall complete and submit the References form enclosed herein, to provide a minimum of five (5) references for similar projects completed. Current contact names, phone numbers and email addresses shall be given. This information shall be provided on the Reference Form, enclosed herein, and submitted with the response. The References form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB C. Experience (Mandatory) — Attachment C

The Respondent shall complete and submit the Experience form, enclosed herein, which should include a chronological list of Respondent experience, a description of the services provided for each operation, and duration of each project. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be rejected.

TAB D. Project Plan (Mandatory)

1. Demonstration of Understanding

The respondent should include an overall understanding of the project, limitations, required validations, required tasks, deliverables and reports.

2. Methodology

The respondent shall provide their methodology to be used in providing the services requested to include, but not be limited to: Job Reviews, Accreditation Reviews, Interviews, Data Collection, Observations, Surveys, Testing Methods, Additional Criteria Essential to Creation of a Legally Defensible Test, Protocols, etc.

- a. All work should be conducted according to all applicable rules and procedures (e.g., Uniform Guidelines on Employee Selection Procedures, as adopted in 29 C.F.R. part 1607; the professional standards set out in the Standards for Educational and Physiological Testing; the Principal for the Validation and Use of Personnel Selection Procedures; and regulations related to the Americans with Disabilities Act). Vendors shall be very specific in the response regarding what rules, procedures and safeguards will be used to ensure legal defensibility.

3. Project Timeline

The respondent should provide an overall timeline from contract execution through submittal of the Prescribed Burners Work Capacity Test (PBWCT) and Final Report for

each methodology to include: job analysis, work samples, observations, methodology timelines, Validations, Recommendations, etc.

4. Resumes

Respondent shall submit the resumes of key personnel that will be working on the project. Resume information should coincide with experience as listed in Tab C.

TAB E. Cost Sheet (Mandatory) — Attachment D

TAB F. Addendum (if applicable)

ECONOMY OF PRESENTATION

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

RESPONDENT ACKNOWLEDGMENT

In order for this response to be valid, it must be completed in its entirety, signed by the Respondent and returned, as part of the response or the response will be rejected. By affixing your signature to **page 1** of the response, the Respondent hereby states that the Respondent has read all response specifications and conditions and agrees to all terms, conditions, provisions, specifications, and is currently licensed to do business within the State of Florida, if required by State or Federal Law, for the services or commodities the Respondent will provide the Commission under these response specifications.

SELECTION AND EVALUATION OF RESPONSES

An evaluation committee consisting of three Commission representatives with collective knowledge and experience related to the solicitation's program area will independently evaluate and score each response. An evaluation sheet will be used by the evaluation committee to assign scores to all evaluated responses designated as qualified.

Scores will be averaged for all evaluation committee members and ranked by the highest to lowest average score. Both the presence and quality of the response will be evaluated when determining point value.

EVALUATION CRITERIA

General criteria include:

1. The Commission reserves the right to accept or reject any or all responses received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be initially submitted in the most favorable manner.
2. Non-responsive responses shall include, but are not limited to, those that:
 - a. are irregular or are not in conformance with the requirements and instructions contained herein;
 - b. fail to utilize or complete prescribed forms; or

- c. have improper or undated signatures.
3. The Commission may waive minor irregularities in the responses received that are merely a matter of form and not substance, and the corrections of which ARE NOT PREJUDICIAL to other respondents.

A NON-RESPONSIVE RESPONSE WILL NOT BE CONSIDERED.

Scoring criteria include:

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

EVALUATION FACTOR	MAXIMUM POINTS AVAILABLE
Experience	30
Project Plan	50
Cost	20
TOTAL:	100

EVALUATION FACTORS:

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

1. Experience (30 points)
Experience will be evaluated based upon the Respondent’s prior business experience as it relates to this project, with consideration given to extent and type of prior experience.
2. Project Plan (50 points)
Project Plan will be evaluated based upon the depth of understanding of the project, methodologies utilized, adherence to the timeline deadline of 18 months, plan of action for completion of project, validation methods, survey methods, etc.
3. Cost (20 points)
The evaluation of each Respondent’s cost proposal will be conducted based on the cost formula below.

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

Formula for Cost Factor:

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

- A = Lowest total proposed cost (including renewals)
- N = Proposed cost for Respondent under review
- B = Number of maximum points awarded for lowest response
- C = Score awarded to next lowest cost

NOTE: Each evaluator independently chooses the score based on their own judgment. Failure of the Respondent to provide any of the information required in their RFP response should result in a score of zero (0) for that element of the evaluation.

FWC CONTRACT MANAGER

The FWC employee identified as the Contract Manager shall perform the following on behalf of the FWC: review, verify, and approve receipt of services/deliverables from the Contractor;

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

VERBAL INSTRUCTION PROCEDURE

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

ADDENDUMS

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

REFERENCES

Each prospective Respondent shall provide a minimum of five (5) references for similar projects completed. Current contact names and phone numbers shall be included with the solicitation package. See attached **reference form** for more detail.

POSTING OF RESPONSE TABULATION

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

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

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

CONTRACT

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

NOTICE TO PROCEED

The Contractor may begin work once it has received an official written Notice to Proceed from the Contract Manager.

DELIVERABLES

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

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

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 Contract and/or Amendments by the completion date, the Commission shall have the right to deduct liquidated damages from any amount due and payable to the Contractor. Liquidated damages shall be assessed in the amount of **\$100.00** per calendar day of delay. Exceptions to this provision may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Contract Manager.

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

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

SUBCONTRACTS

Subcontracting **IS** permitted pursuant to the Terms and Conditions of the Contract.

AUTHORIZED COMPENSATION

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

ADDITIONAL LEGAL REQUIREMENT

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

USE OF CONTRACT BY OTHER STATE AGENCIES AND ELIGIBLE USERS

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

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

CONFIDENTIALITY/PUBLIC RECORDS LAW

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

SCOPE OF WORK

PHYSICAL ABILITIES TEST PRESCRIBED BURNERS

PURPOSE

The FWC Wildlife and Habitat Management (WHM) section within the Division of Habitat and Species Conservation (HSC) requires the development of a valid and legally defensible physical abilities test of FWC staff who perform prescribed burning that complies with Federal and State employment laws and administrative rules. The Commission also requests an expanded response for the valid and legally defensible physical activities test of FWC prescribed burners, which must also be in compliance with Florida and State employment laws and administrative rules.

BACKGROUND

Fire is a powerful force that has dramatically shaped Florida's natural environment in the past and continues to do so today. For FWC, this powerful force has been harnessed for use as an essential land management tool on over 1.4 million acres of state conservation lands, where the agency is the lead manager. **When fire is deliberately used in a planned way for land management purposes on a natural or wildland area, it is known as prescribed fire or prescribed burning.**

FWC administers prescribed fire on the conservation lands in the agency's Wildlife Management Area (WMA) system to keep them healthy and well-functioning. These lands provide critical habitat for Florida's amazing variety and abundance of wildlife, much of which needs prescribed fire to thrive. Regular application of prescribed burning not only improves and restores these lands for wildlife, but also benefits the people of Florida who enjoy using these areas for hunting, wildlife viewing, hiking, and other types of outdoor recreation. The agency's active implementation of prescribed fire in Florida provides enormous value to the State's environment, people, and economy.

Stringent training requirements, mandatory safety gear, and a thorough incident review policy, keeps safety as the highest priority on every prescribed burn FWC conducts.

Section 590.125(3)(a), F.S., states "The application of prescribed burning is a land management tool that benefits the safety of the public, the environment, and the economy of the state."

WHM is charged with the responsibility of conducting methods of Habitat restoration. WHM's Prescribed Burn Program currently has approximately 150 personnel. This includes approximately 55 Wildlife Management/Wildlife Environmental Areas. The Wildlife and Habitat Management Section averages over 400 Prescribed burns annually comprising over 100,000 acres.

The application of a prescribed burn can be physically demanding, and it is essential that staff be physically able to perform the required tasks.

PROJECT OBJECTIVES

1. FITNESS STANDARDS

Fitness standards for prescribed burners must be established. In order to accomplish this goal, the following objectives must be met:

- 1.1. Conduct a job task analysis identifying the essential tasks performed by prescribed burners.

1.2. Design and validation of a Prescribed Burners Work Capacity Test (PBWCT) that can be easily administered and able to be conducted at multiple sites throughout the state.

2. FINAL REPORT CONTENT

The methodology utilized must be submitted in detail with the final report. It should include the below information:

2.1. Job Review.

2.2. Data Collection must include no less than:

2.2.1. Job Duties

2.2.2. Physical aspects of an average prescribed burn for the Line Crew Member, Engine Operator, Tractor/Bulldozer Plow Unit Operator, Aerial Ignition Dispenser (AID) Operator and Burn Manager.

2.2.3. Physical aspects of the most demanding critical incident the employee experienced within the last five (5) years of work.

2.2.4. Physical aspects of the use of equipment and vehicles for prescribed burning.

2.2.5. Working conditions

2.3. Direct observation which must include no less than:

2.3.1. The number of personnel observed must be large enough to accurately represent the agency's composition with regards to age, race and gender.

2.3.2. Direct observation data collected should consist of but not be limited to the meaning of weights, distances and number of repetitions.

2.3.3. Observation, work sample, work diary, interview job incumbents, supervisor, subject matter experts (SMEs), and questionnaire.

2.3.4. Utilize agency survey methods (i.e. Survey Monkey, etc.) for efficiency when possible

Note: The successful Respondent will be expected to physically observe prescribed burns in each Region with different types of habitat throughout the course of the year.

2.4. Additional data collection criteria the vendor deems essential to the creation of a legally defensible physical abilities test.

3. COSTS

3.1. Task 1: Cost for a job task analysis identifying the essential tasks performed by prescribed burners and the design and validation of a Prescribed Burners Work Capacity Test (PBWCT).

3.2. Task 2: Draft and Final Prescribed Burners Work Capacity Test (PBWCT), self-testing fitness guideline and Final Report.

4. DELIVERABLES

All of the deliverables below will be included with costs:

- 4.1. Perform a job task analysis
- 4.2. Provide the Prescribed Burners Work Capacity Test (PBWCT)
- 4.3. Provide a self-testing fitness guideline for non-certified staff (new participants and those who failed their last test and are training for passage on their next test.
- 4.4. Written report detailing how the data was collected, methodologies used to interpret the data, what type of validation model was used, and how the passing score was determined.

PAYMENT

The initial payment (50%) will be made upon completion of Task 1: Job Task Analysis.

The final payment (50%) will be made upon acceptance of Task 2: Draft and Final Prescribed Burners Work Capacity Test (PBWCT), self-testing fitness guideline and Final Report detailing how the data was collected, methodologies used to interpret the data, what type of validation model was used, and how the passing score was determined.

ADDITIONAL INFORMATION

All work products generated during the course of the job task analysis and validation phase are the property of the FWC and will be returned to the FWC upon completion of the project.

The awarded vendor must travel to the Farris Bryant Building located at 620 S. Meridian Street, Room 321, Tallahassee, Florida 32399 for a pre-consult meeting within one week of the Notice to Proceed memorandum.

The vendor will be responsible for getting approved changes from the Project Manager in writing in the event of an agreed upon change.

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ATTACHMENT A
SAMPLE CONTRACT

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

CONTRACT No. [Click here to enter Contract Number](#)

The FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter “**Commission**,” and [Click here to enter Contractor Name.](#), [Click here to enter contractor FEID #.](#), whose address is [Click here to enter Contractor’s address.](#), hereinafter “**Contractor**”, collectively, “Parties”.

INTRODUCTORY CLAUSES

The Commission and Contractor intend to partner together to conduct a Job Task Analysis identifying the essential task performed to ascertain the physical fitness standards for the Commission’s Wildlife and Habitat Management Prescribed Burn Program and for the design and validation of a Prescribed Burners Work Capacity Test (PBWCT);

The Commission has awarded this Contract [Click here to enter bid number or hit the space bar if the contract is not pursuant to a bid.](#) pursuant to the requirements of Sections 287.055 or 287.057, Florida Statutes; and

Such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

TERMS OF THE CONTRACT

The Commission and the Contractor, for the considerations stated in this Contract, agree as follows:

1. PROJECT DESCRIPTION.

The Contractor shall provide the services and products, and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this Contract was competitively procured, the Contractor’s response to the Commission’s solicitation is hereby incorporated by reference.

2. PERFORMANCE.

- A. **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 pursuant to paragraph ten (10) Remedies, below, in the event Contractor's ability to perform under this Contract becomes compromised.

- B. 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) 488-6551 will assist with questions and answers.
- C. 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.
- D. 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.

3. CONTRACT PERIOD.

- A. Contract Period and Limited Obligation Period.** This Contract shall begin upon execution by both Parties or [Click here to specify date](#). (whichever is later) and end when services are complete., inclusive. The Commission shall not be obligated to pay for costs related to this Contract prior to its beginning date or after its ending date.
- B. Renewal – Competitive Procurement.** If this Contract was competitively procured pursuant to Section 287.057, Florida Statutes, the renewal price(s) must be set forth in the Contractor's response to the Commission's bid document. The renewal price(s) for this Contract are included in the Scope of Work. If applicable, renewal of this Contract shall be subject to the availability

of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.

- C. **Renewal – Exceptional Purchase.** If this Contract was procured by an exceptional purchase pursuant to Subsections 287.057(3)(a) or (3)(c), Florida Statutes (F.S.), it may not be renewed. Subsection 287.057(13), F.S., provides that contracts for commodities or contractual services may be renewed for up to three (3) years, or for a total term not to exceed the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.
- D. **Renewal – Professional Services.** If this Contract was competitively procured pursuant to Section 287.055, Florida Statutes, it may be renewed only to the extent and for the length of time the Request for Statement of Qualifications this Contract was procured under allows. In no case shall renewal exceed three (3) years, or a total term in excess of the original Contract period, whichever is longer. If applicable, renewal of this Contract shall be subject to the availability of funds, satisfactory performance evaluations by the Commission, and at the discretion of the Commission; it must also be in writing and subject to the same terms and conditions of this Contract. Renewal amendments must be executed prior to the end date of the Contract. Any costs associated with a renewal may not be passed onto the Commission.
- E. **Renewal Period.** This Contract may not be renewed.
- F. **Extension.** If this is a contract for contractual services, any extension of this contract as provided for in the Scope of Work, Attachment A, shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of this contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

4. COMPENSATION AND PAYMENTS.

- A. **Compensation.** As consideration for the services rendered by the Contractor under the terms of this Contract, the Commission shall pay the Contractor Choose one of the following to complete this sentence.
- B. **Payments.** The Commission shall pay the Contractor for satisfactory performance of the tasks identified in the Scope of Work, Attachment A, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Contract Manager, identified in paragraph eleven (11), below. Unless otherwise specified in the Scope of Work, Attachment A, invoices shall be due monthly, commencing from the start date of this Contract. Invoices must be legible and must clearly reflect the goods or services that were provided in accordance with the terms of the Contract for the invoice period. Unless otherwise specified in the Scope of Work, Attachment A, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Contract to assure the availability of funds for payment. Costs under this Contract must

be obligated and all work completed by the Contractor by the end of the Contract period identified in paragraph three (3).

- C. Invoices.** Each invoice shall include the Commission Contract Number and the Contractor's Federal Employer Identification (FEID) Number. Invoices may be submitted electronically to the attention of the Commission's Contract Manager identified in Paragraph eleven (11). If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Contractor acknowledges that the Commission's Contract Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.
- D. Travel Expenses.** If authorized in the Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.
- E. State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. The Parties hereto understand that this Contract and any renewal thereof is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Contract, and as to what constitutes an "annual appropriation" of funds to complete this Contract. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Contract Manager shall notify Contractor in writing at the earliest possible time if funds are not appropriated or available.
- F. Prohibition against Using Contract Funds for the Purpose of Lobbying.** In accordance with Section 216.347, F.S., the Contractor is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch or a state agency. Upon request of the Commission's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility.
- G. Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Contractor may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Contractor warrants, by execution of this Contract, that the amount of non-competitive compensation provided in this Contract is in compliance with Section 216.3475, F.S.
- H. Professional Services – Truth-In-Negotiation Certificate.** If this Contract is for professional services and contains a lump-sum or a cost-plus-a-fixed-fee form of compensation which exceeds the threshold of Category Four (\$195,000.00) as provided in Section 287.017, F.S., then:
- a. The Contractor must execute a Truth-in-Negotiations Certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting, pursuant to Section 287.055(5), F.S.
 - b. The original contract price and any additions will be adjusted to exclude any significant sums by which the Commission determines the contract price was increased due to

inaccurate, incomplete, or noncurrent wage rates. All such contract adjustments must be made within one (1) year following the end of this Contract.

- I. Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., governing time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications or the Scope of Work, Attachment A, specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.
- J. Electronic Funds Transfer.** Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Contract. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at: http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

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

- K. Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. MYFLORIDAMARKETPLACE VENDOR REGISTRATION AND TRANSACTION FEE.

- A. MyFloridaMarketPlace.** In accordance with Rule 60A-1.033 of the Florida Administrative Code (F.A.C.), each vendor 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-1.033(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.
- B. Transaction Fee.** Pursuant to Section 287.057(22), F.S., all payments, unless exempt under Rule 60A-1.033(3), F.A.C., shall be assessed a Transaction Fee, which the Vendor shall pay to the State. For payments within the State accounting system (Florida Accounting Information Resource, FLAIR, or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.
- C. Transaction Fee Credits.** The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any items(s) if such items(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the

Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.

6. RETURN OR RECOUPMENT OF FUNDS.

- A. Overpayments to Contractor.** Contractor shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to Contractor by the Commission. In the event that Contractor or its independent auditor discovers that overpayment has been made, Contractor shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event that the Commission first discovers an overpayment has been made, the Commission will notify Contractor in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Contract Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."
- B. Additional Costs or Monetary Loss Resulting from Contractor Non-Compliance.** If Contractor's non-compliance with any provision of the Contract results in additional cost or monetary loss to the Commission or the State of Florida, the Commission can recoup that cost or loss from monies owed to Contractor under this Contract or any other contract between Contractor and the Commission. In the event that the discovery of this cost or loss arises when no monies are available under this Contract or any other contract between Contractor and the Commission, Contractor will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Contractor is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

7. COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.

The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. Contractor is placed on notice that this exemption generally does not apply to other parties of this Contract, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Contract Manager.

- A.** If the Contract involves the improvement of real property titled to the State of Florida, then the following paragraph applies.

The Contractor acknowledges that property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Contractor shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

8. MONITORING.

The Commission's Contract Manager shall actively monitor Contractor's performance and compliance with the terms of this Contract. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific monitoring terms, conditions, and schedules may be included in the Scope of Work, Attachment A.

9. TERMINATION.

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

10. REMEDIES.

- A. Financial Consequences.** In accordance with Section 287.058(1)(h), F.S., the Scope of Work, Attachment A, contains clearly defined deliverables. If Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, Attachment A, 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, Attachment A.
- B. 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.

11. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that any Party designates a different Contract Manager after the execution of this Contract, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the

newest Contract Manager or individual authorized to receive notice on behalf of that Party to all other Parties as soon as possible, but not later than five (5) business days after the new Contract Manager has been named. A designation of a new Contract Manager shall not require a formal amendment to the Contract.

FOR THE COMMISSION:

Contract Manager
Name
Government Operations Consultant II
Wildlife and Habitat Management
620 S. Meridian Street
Tallahassee, FL 32399
850-617-9510
Click here to enter Fax#
First.last@myfwc.com

FOR THE CONTRACTOR:

Contract Manager
Enter Vendor Contract Managers Name
Click here to enter Title
Click here to enter Facility
Click here to enter Address
Click here to enter City, State & Zip
Click here to enter Telephone #
Click here to enter Fax #
Click here to enter Email

12. AMENDMENT.

- A. 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.
- B. 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.
- C. 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.

13. PROPERTY RIGHTS.

A. Intellectual and Other Intangible Property.

- i. Contractor's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed otherwise in the Scope of Work, Attachment A, intellectual and other intangible property rights to the Contractor's preexisting property will remain with the Contractor. 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.
- ii. Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Contractor under this Contract for the Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.
- iii. Commission Intellectual Property Rights.** Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other

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

B. Purchase or Improvement of Real Property.

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

- i. **Title.** If this Contract is supported by state funds, the Contractor shall comply with Section 287.05805, F.S. This section requires the Contractor to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state.
- ii. **Use.** State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property.

- i. **Non-Expendable Property Defined.** For the requirements of this section of the Contract, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **\$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of **\$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **\$250.00** or more).
- ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Contract shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Contract unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

14. RELATIONSHIP OF THE PARTIES.

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.

15. SUBCONTRACTS.

- A. Authority.** Contractor is not permitted to subcontract any work under this Agreement, and therefore, the following terms and conditions do not apply. 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, Attachment A.
- B. Contractor Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, 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 (0.50%) 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.
- C. Commission Right to Reject Subcontractor Employees.** The Commission shall retain the right to reject any of the Contractor's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.
- D. Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, 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.

16. **MANDATORY DISCLOSURE.**

These disclosures are required by State law, as indicated, and apply when this Contract includes State funding; and by Federal law, as indicated.

A. Disclosure of Interested State Employees. This Contract is subject to Chapter 112, F.S. Contractors shall provide the name of any officer, director, employee, or other agent who is also an employee of the State of Florida. Contractors shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in Contractor or its affiliates.

B. Convicted Vendors. 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 shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **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. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, 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.

C. Vendors on Scrutinized Companies List.

i. **Scrutinized Companies.** Contractor certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Contractor agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Commission may immediately terminate this Agreement for cause if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

- D. Discriminatory Vendors.** Contractor shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), 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.” Section 287.134(2)(a), F.S. Contractor has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.
- E. Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Contract, Contractor has a continuing duty to promptly disclose to the Commission’s Contract Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Contractor’s ability to perform under this contract. If the existence of such Proceeding causes the Commission concern that the Contractor’s ability or willingness to perform the Contract is jeopardized, Contractor may be required to provide the Commission with reasonable assurances to demonstrate that: a.) Contractor will be able to perform the Contract in accordance with its terms and conditions; and, b.) Contractor and/or its employees, agents or subcontractor(s) have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

17. INSURANCE.

- A. 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.
- B. 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.

- C. **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, Attachment A, the 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.
- D. **Insurance Required for Performance.** During the Contract term, the Contractor shall maintain any other types and forms of insurance required for the performance of this Contract as required in the Scope of Work, Attachment A.
- E. **Written Verification of Insurance.** Upon execution of this Contract, the Contractor shall provide the Commission written verification of the existence and amount for each type of applicable insurance coverage. Within thirty (30) 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.
- F. **Commission Not Responsible for Insurance Deductible.** The Commission shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of Contractor providing such insurance.

18. SPONSORSHIP.

As required by Section 286.25, F.S., if the Contractor is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Contractor's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Contractor's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

19. 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,

- 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.

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

21. SECURITY AND CONFIDENTIALITY.

The Contractor shall maintain the security of any information created under this Contract that is identified or defined as "confidential" in the Scope of Work, Attachment A. The Contractor shall not divulge to third Parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work. To ensure confidentiality, the Contractor shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

22. RECORD KEEPING REQUIREMENTS.

- A. 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.
- B. State Access to Contractor Books, Documents, Papers, and Records.** The Contractor shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of 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.
- C. Contractor Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Contract, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>), whichever is longer. Contractor shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.
- D. Contractor Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Contract, Contractor shall include the aforementioned audit and record keeping requirements in all subcontract agreements.
- E. Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this 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.

23. FEDERAL COMPLIANCE.

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

- i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
- ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
- iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
- iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause

to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

- v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. FEDERAL FUNDS. NO FEDERAL FUNDS ARE APPLIED TO THIS CONTRACT, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS DO NOT APPLY.

- A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Contractor is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.
- B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.
- C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **\$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.
- D. **Copeland “Anti-Kickback Act.** The Copeland “Anti-Kickback” Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **\$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- E. **Contract Work Hours and Safety Standards Act** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **\$2,000.00**, and in excess of **\$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.
- F. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by

Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

G. Energy Efficiency. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

H. Debarment and Suspension Contractor Federal Certification. In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Contractor certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Contractor shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. Prohibition against Lobbying.

i. **Contractor Certification – Payments to Influence.** 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. The Contractor also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Contractor with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Contractor has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Contractor shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Contractor shall file an updated declaration with the Commission’s Contract Manager. If any 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.

ii. **Contractor – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Contract 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.

J. Compliance with Office of Management and Budget Circulars. As applicable, Contractor shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. Drug Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, the Contractor attests and certifies that the contractor will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

- A. 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>.

- B. 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>.

- C. 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.

26. PROFESSIONAL SERVICES.

- A. Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Contract is for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage,

gift, or other consideration contingent upon or resulting from the award or making of this contract.

- B. Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. 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. If this is a Professional Services Contract as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract. However, nothing contained herein shall constitute a waiver by the Commission of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.

28. NON-DISCRIMINATION.

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

29. SEVERABILITY, CHOICE OF LAW, 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.

30. 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.

31. 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*.

32. 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.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

- A. 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.
- B. 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
- C. 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.
- D. 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).
- E. 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.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Contract if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of

delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Contract. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Contract to either Party. In the case of any delay Contractor believes is excusable under this paragraph, Contractor shall notify the Commission's Contract Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Contractor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Contractor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Contractor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Commission for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Contractor shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Contractor, provided that Contractor grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Contractor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Contract. Any additional deadlines for performance for Contractor's obligation to timely provide deliverables under this Contract including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE CONTRACT.

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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

CLICK TO ENTER CONTRACTOR

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Signature

Name: _____

Title: _____

Date: _____

Signature

Name: _____

Title: _____

Date: _____

Approved as to form and legality by FWC Attorney

Signature

SAMPLE

FWC 18/19-106

ATTACHMENT B

REFERENCES

On the following pages, the Respondent must provide the required information for a minimum of five (5) separate and verifiable clients.

- At least two (2) references must be from the public safety field with a job analysis performed on no less than 100 individual employees.
- Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered.
- All clients listed must be for the provision of services similar to that described in this solicitation.
- Do not list the same client for more than one (1) reference.
 - **Example:** A Respondent has completed one project for Landscape Shop in Tallahassee and one project for Landscape Shop in Jacksonville. Only one of the projects may be listed because the client (Landscape Shop) is the same.
- Do not include confidential clients.
- Clients that the Respondent has provided having any affiliation with the Respondent (i.e. under common ownership, having common directors, officers or agents, or sharing profits or liabilities) may not be used as references under this solicitation.
- Also, clients that the Respondent has listed as subcontractors in their response may not be used as references under this solicitation.
- Any additional references listed, over the required minimum of five (5), will be considered in determining if the Respondent has satisfied the reference requirements as set out herein.

If submitting a response as a joint venture, at least one (1) past performance reference client must be listed for each member of the joint venture. However, the total minimum number of clients to be listed remains five (5).

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

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

CLIENT #1 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

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

Project Location: _____

Brief description of the services performed for the project:

CLIENT #2 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

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

Project Location: _____

Brief description of the services performed for the project:

CLIENT #3 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

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

Project Location: _____

Brief description of the services performed for the project:

CLIENT #4 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

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

Project Location: _____

Brief description of the services performed for the project:

CLIENT #5 REFERENCE

Name: _____

Address: _____

Contact Person: _____ Telephone Number: _____

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

Project Location: _____

Brief description of the services performed for the project:

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ATTACHMENT C

EXPERIENCE

On the following pages, the Respondent must provide the following required information:

- Provide a chronological list (starting with most recent experience first) of Respondent's experience, a description of the services provided for each operation and duration of each project.
- All Respondents must submit, at minimum, five (5) years of experience in the related job analysis field.
 - Include five (5) detailed samples of past job analysis research and survey methods that were utilized.
 - At least two (2) detailed samples must be from the public safety field with a job analysis performed of no less than 100 individual employees.
- All responses shall include the names of all individuals who will also be working on the proposed project and what qualifications, education, and experience that individual has to perform their task/function proposed.

CONTRACTOR NAME

AUTHORIZED SIGNATURE

EXPERIENCE #2

DATES OF EXPERIENCE (MM/YYYY): _____ to _____

Brief description of experience:

EXPERIENCE #3

DATES OF EXPERIENCE (MM/YYYY): _____ to _____

Brief description of experience:

EXPERIENCE #4

DATES OF EXPERIENCE (MM/YYYY): _____ to _____

Brief description of experience:

EXPERIENCE #5

DATES OF EXPERIENCE (MM/YYYY): _____ to _____

Brief description of experience:

ATTACHMENT D

COST SHEET

CONTRACTOR SHALL NOT ALTER THE PRICE SHEET IN ANY WAY

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

All travel and deliverables shall be included in the price(s) proposed herein..

Task 1. Job task analysis identifying the essential tasks performed by personnel and the design and validation of a Prescribed Burners Work Capacity Test (PBWCT).

TOTAL Task 1 Cost = \$ _____

Task 2. Draft prescribed burners work capacity test, final prescribed burners work capacity test, self-testing fitness guidelines, and final written report.

TOTAL Task 2 Cost = \$ _____

TOTAL BID PRICE (Sum of Task 1 + Task 2) = \$ _____

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

Contractor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

Fax: _____

City/State/Zip: _____

Telephone: _____

ATTACHMENT E

CERTIFICATES OF CONTRACT COMPLETION

Project: _____

Contractor: _____

Contract # or PO #: _____

FEID or Social Security #: _____

Contract Date: _____ Total Amount: \$ _____

CONTRACTOR'S AFFIDAVIT

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

CONTRACTOR

Name: _____

Title: _____

Date: _____

Notary

State of _____

County of _____

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

(OWNER)

(PARTNER)

(CORPORATE OFFICER – GIVE TITLE)

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

Personally known OR Produced

(Seal)

Type of Identification Produced:

Notary Public

Type Name: _____

My Commission Expires: _____, 20__

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

EVALUATION CRITERIA SCORING

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

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

Evaluator Name: _____ Respondent Name: _____

Category	Question #	Question	Point Value	Points Awarded
Experience	1.	How well does the response describe the qualifications, education and experience of the key personnel who will be responsible for the implementation of the contract(s) that may result from this RFP as it relates to this project?	0-12	
	2.	How well does the response describe past job analysis and survey methods used and experience in the public safety field (minimum of two experiences) over the past five years as it relates to this project?	0-14	
	3.	How well does the response describe a brief history of the company/venture?	0-4	
Project Plan: Demonstration of Understanding	1.	How well does the Respondent's documentation demonstrate an overall understanding of the project and required deliverables?	0-6	
	2.	How well does the Respondent's documentation demonstrate an understanding of the limitations, validations required to complete the project and required deliverables?	0-4	
Project Plan: Methodology	1.	How well does the response describe the methodologies to be used in performing the job task analysis for prescribed burners?	0-10	

Category	Question #	Question	Point Value	Points Awarded
Project Plan: Methodology	2.	How well does the response describe the data collection methods and observations to be completed in the performance of Task 1?	0-4	
	3.	How well does the response describe Job Reviews and Accreditation Reviews to be completed?	0-4	
	4.	How well does the Respondent's documentation describe surveys and testing methods to be utilized in creating the PBWCT?	0-3	
	5.	How well does the Respondent's documentation demonstrate criteria to be used in creating a legally defensible test?	0-4	
	6.	How well does the Respondent demonstrate the ability to physically conduct observations in each Region with different types of habitat in the required time frame?	0-3	
Project Plan: Resumes	1.	How well does the resumes of key personnel list match the experience required in completing the project?	0-2	
Project Plan: Project Timeline	1.	How well does the response describe the timeline for job analysis, validations, recommendations and observations for completion of the project?	0-3	
	2.	How well does the response describe the different methodology timelines within the overall timeline for completion of the project?	0-3	
	3.	How well does the response describe the overall timeline for completion of the project?	0-4	
Evaluator's Total Score			0-80	

EVALUATION CRITERIA: PURCHASING

Procurement Manager's Name: _____

Respondent Name: _____

Category	Evaluation Item	Point Value	Points Awarded
Cost Sheet	The evaluation of each Respondent's cost proposal will be conducted by the procurement manager based on the cost formula as described in the Evaluation Criteria section .	0-20	
	Vendor's Total Score (Determined by Purchasing)	0-100	