

PUR 7102 FY24-25

Row 47

Fiscal Year	FY24/25
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Number	47
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Completed	<input checked="" type="checkbox"/>
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Date Received	02/05/25
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Date Assigned	02/05/25
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Assigned To	Stephen Sephus
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Action	Approved
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Action Date	03/05/25
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Date eForm Submitted	02/11/25
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MFMP Contract Number	FDACS-47-AgencyACS-25
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Date Agency Notified	03/05/25
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Agency	Department of Agriculture and Consumer Services
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PD Name	Stephanie Bergozza
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PD Phone	+1 (850) 617-7180
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PD Email	Stephanie.Bergozza@fdacs.gov
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Sub is PD	Yes
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Sub Name**Sub Phone****Sub Email****MC Title** Ephemeral Wetland Vegetation & Organic Sediments Management**MC Number** FWC RFP 23/24-114**MC Amount** \$15,000,000.00**MC Start Date** 08/16/24**MC End Date** 08/15/29**MC Reference** Use of contract by other state agencies and eligible users, pg. 13**MC Entitiy** Florida Fish and Wildlife Conservation Commission**MC Entity Contact** Megan Keserauskis Kunzer**MC Entity Phone** +1 (850) 328-4605**Contractor** (5) Awarded Vendors (Included Price Sheets, Formal Responses are large, can send separately)**FEIN** 0**Sunbiz** ☒**MFMP** ☒**Purchase Request** Ephemeral Wetland Vegetation & Organic Sediments Management**Purchase Amount** \$5,000,000.00

Purchase Start Date	02/14/25
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Purchase End Date	08/15/29
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Master Contract	<input checked="" type="checkbox"/>
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Solicitation	Attached
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Sunbiz Doc	<input checked="" type="checkbox"/>
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MFMP Doc	<input checked="" type="checkbox"/>
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Contractor Quote	<input checked="" type="checkbox"/>
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Other Quote	
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Best Value	<input checked="" type="checkbox"/>
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Agreement	<input checked="" type="checkbox"/>
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Modified By	kimberly.alvarez-estrada@dms.fl.gov
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Modified	03/05/25 11:34 AM
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DMS USE ONLY

Date received: 02/05/25

Internal Contract Number: FDACS-47-AgencyACS-25

REVIEWED BY: Stephen Sephus

DATE: 02/10/2025

Master contract was competitively procured

☒ Yes ☐ No

Master contract is a term contract as defined in 287.012 (29) Florida Statutes

☒ Yes ☐ No

Agency's proposed purchase is within the scope of the master contract - commodities and services requested, volume, location, term, and price

☒ Yes ☐ No

Proposed purchase is available from a state term contract or enterprise, alternate contract source

☐ Yes ☒ No

Master contract was procured by another Florida state agency

☒ Yes ☐ No

Master contract was procured by the federal government, another state, or a political subdivision

☐ Yes ☒ No

Use of master contract is cost effective and is the best value to the state:

☒ Yes ☐ No

The Department's approval of this ACS request does not represent a determination regarding the legality of the ACS contract's terms and conditions. Please consult your legal counsel to make this determination for your agency. Your agency is responsible for complying with the ACS contract terms and conditions.

State agencies shall comply with the master agreement quoting requirements when requesting pricing and issuing orders from this approval.

Master contract was procured by the federal government, another state, or a political subdivision

Florida Fish and Wildlife Conservation Commission

RECOMMENDATION:

☐ Disapproved

☒ ACS approval end date: 08/15/2029

The ACS approval cannot be renewed or extended beyond the State Purchasing ACS approval end date. A new PUR 7102 form will need to be submitted to State Purchasing if commodities and services are needed after that date.

APPROVED:

Director of State Purchasing, Department of Management Services

Signature: 
DocuSigned by: 4810BD06123514E1...

Printed Name: Tom Berger

Date: 3/5/2025 | 2:08 PM EST

ALTERNATE CONTRACT SOURCE (ACS) AGREEMENT
(Another agency, Federal, other state, or political subdivision contract)

This Agreement between the Department of Management Services (Department) and the Florida Department of Agriculture and Consumer Services (Agency) is to authorize the Agency's use of a contract competitively established by another agency, or a contract let by the Federal Government, other state, or a political subdivision. The parties agree as follows:

1. The Department has approved the Agency's use of the ACS contract for the purchase of ephemeral wetland vegetation and organic sediments management services, including hand clearing with herbicide application option and heavy mechanical with herbicide application option (commodities or contractual services to be provided) as cost effective and the best value to the state.
2. The Agency will comply with Chapter 287, Florida Statutes, and Rule Chapter 60A-1, Florida Administrative Code, including addressing the vendor's obligation to register and pay Transaction Fees, in contracting to purchase under the ACS contract.
3. The term of the Agency's contract will not extend beyond the term of the ACS contract.
4. The Agency will submit a new PUR 7102 form to the Department if it intends to renew or extend the proposed contract end date specified in a previously approved request.

Agency

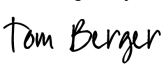
By: 

Name: Stephanie Bergozza

Title: Purchasing Director II

Date: 2/5/2025

Department of Management Services

DocuSigned by:
By: 
4810BB6123514E1...

Name: Tom Berger

Title: Deputy Secretary

Date: 3/5/2025 | 2:08 PM EST

PUR 7102

Revised: 07/2022

Incorporated by Reference: 60A-1.045, F.A.C.



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
1875 ORANGE AVENUE E
TALLAHASSEE, FL 32311-6160
(850) 488-6551

REQUEST FOR PROPOSALS

FWC 23/24-114

EPHEMERAL WETLAND VEGETATION & ORGANIC SEDIMENTS MANAGEMENT RESPONDENT ACKNOWLEDGEMENT FORM

Purpose: The intent of this RFP is to obtain competitive proposals for all aspects of ephemeral wetland vegetation and associated organic sediment management on public conservation land, or other applicable land, within the State of Florida, per the specifications contained herein. Only responsive and responsible Respondents will be considered for award of this RFP.

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

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

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

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

Name of Business: _____

Contact Person Name: _____

Business Address: _____

City: _____ State: _____ Zip code: _____

Phone: _____ Fax: _____ Email: _____

Federal Employer Identification Number: _____

Work Type Responding For: Hand Clearing with Herbicide Option ____ OR Heavy Mechanical with Herbicide Option ____

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: _____

CALENDAR OF EVENTS

FWC 23/24-114

SCHEDULE	DUE DATE	METHOD
RFP Advertised	May 31, 2024	Posted on the Vendor Information Portal (VIP)
Mandatory Pre-Proposal Conference	June 13, 2024 @ 10:00 AM ET	See Pre-Proposal Conference Clause
Deadline for Questions	Must be received PRIOR to: June 17, 2024 @ 5:00 PM ET	See Solicitation Questions Clause
Anticipated date for Responses to Written Questions	June 21, 2024	Posted on the Vendor Information Portal (VIP)
SEALED RESPONSE DUE (REMEMBER: RFP number should be clearly marked on envelope)	Must be received PRIOR to: July 3, 2024 @ 2:00 PM ET	Mailing Address: Florida Fish & Wildlife Conservation Commission Attn: Purchasing 1875 Orange Ave E Tallahassee, Florida 32311-6160 Submissions are due BEFORE the date and time of the public opening.
Public Response Opening	July 3, 2024 @ 2:00 PM ET	Public Opening Location: 1875 Orange Ave E Tallahassee, FL 32311-6160 -Teleconference- <u>Conference call phone number:</u> 1.888.585.9008 <u>Conference room number:</u> 218-721-199
Evaluation Period	From July 10, 2024 to July 26, 2024	Florida Fish & Wildlife Conservation Commission
Anticipated Date of Intended Award	August 12, 2024	Posted on the Vendor Information Portal (VIP)

GENERAL CONDITIONS

FWC 23/24-114

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

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

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

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

Please note:

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

TERMS AND CONDITIONS

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

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

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

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

PROCUREMENT MANAGER

Ruth Heggen
ruth.heggen@myfwc.com

ESTIMATED BUDGET

The Commission has an estimated budget for this project of **\$15,000,000.00** for the initial five year term and the possible 3 (three) 1-year renewal terms.

TERM

The contract will be effective for five (5) years from the date of award.

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 the Completion Date. The Project Manager and Contract Manager will review the extension request and if they determine it is justified, will forward to the Bid Request Inbox (bidrequest@myfwc.com) for procurement review and approval/disapproval.

RENEWAL

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

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

SUBCONTRACTS

Subcontracting **IS** permitted pursuant to the Terms and Conditions of the Purchase Order. The **Subcontractor Status Report (Attachment B)** shall be submitted with each invoice for payment. The **List of Subcontractors (Attachment C)** shall be included with response submission.

DIVERSITY

The Commission is committed to supporting Florida's diverse business industry and population through ensuring participation by minority, women, and veteran-owned business enterprises in the economic life of the state. The [State of Florida Mentor Protégé Program](#) connects minority, women, and veteran-owned business enterprises with private corporations for business development mentoring. We strongly encourage contractors doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdinfo@dms.myflorida.com.

FWC encourages diversity in its procurement program and requests that all subcontracting opportunities afforded by this solicitation enthusiastically embrace diversity. The award of subcontracts should reflect the vast array of citizens in the State of Florida. Respondents can visit the [Office of Supplier Diversity website](#) for information on certified business enterprises that may be considered for subcontracting opportunities.

MANDATORY PRE-PROPOSAL MEETING/SITE VISIT

A mandatory pre-proposal conference/site visit will be held at **Apalachicola National Forest Office, 11152 State Road 20 NW, Bristol, Florida 32321** on the date and time specified in the **Calendar of Events (Page 2)**. The purpose of the pre-proposal conference/site visit is to discuss the contents of this RFP and to accept verbal questions from Respondents concerning the project. **Respondents must attend this pre-proposal conference as a requirement of response responsiveness. Failure to attend the entire conference meeting, from the time it is called to order to the time it is adjourned, shall disqualify a potential respondent.** The Commission will make a reasonable effort to answer verbal questions asked at the pre-proposal conference/site visit, however, Respondents should clearly understand that verbal discussions held at the pre-proposal conference/site visit shall not be binding on the Commission, and the Commission will only issue an official written response to verbal questions subsequently submitted in writing in accordance with the Deadline for Questions clause below.

PLEASE NOTE: The mandatory pre-proposal conference/site visit will proceed from the office meeting location to field sites in Apalachicola National Forest, and will include driving on irregularly maintained clay/dirt roads. Respondents are responsible for providing their own transportation with adequate ground clearance and traction capability.

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.

SOLICITATION QUESTIONS

Any questions from Respondents that require an official FWC answer concerning this project shall be submitted in writing to the [Procurement Manager](#). This includes specification inquiries, such as questions or requests for additional or altered terms and conditions. Questions to the Procurement Manager shall not constitute formal protest of the specifications or of the solicitation. 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 Information Portal](#).

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

Any protest concerning the specifications of this solicitation shall be made in accordance with PUR1001, paragraph 20, "Protests". A notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation. Failure to file a protest within the time prescribed in Section 120.57(3)(b), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S.

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 Information Portal website. **Each Respondent is responsible for monitoring the [Vendor Information Portal](#) 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 Information Portal.

SPECIFICATIONS FOR RESPONSE 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.

MANDATORY RESPONSIVENESS REQUIREMENTS FOR RESPONSE SUBMISSION

A separate response must be submitted for each type of work that the Respondent is proposing to provide (i.e., Hand Clearing with Herbicide Option OR Heavy Mechanical with Herbicide Option). Response submission should be organized as follows:

TAB A. Respondent Acknowledgment Form (Mandatory)

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

TAB B. List of Subcontractors (Mandatory) — Attachment C

The Respondent shall complete and submit the List of Subcontractors in its entirety and return the form as part of the RFP response or the response shall be deemed non-responsive. The Respondent shall mark the form with "N/A" if subcontractors are not being used. List of Subcontractors must be provided for the specific Work Type that the response is for (Hand Clearing with Herbicide Option or Heavy Mechanical with Herbicide Option).

In addition, in order to list herbicide application companies in Attachment H, Items 1.6 or 1.7, evidence of an established relationship with one or more herbicide application companies must be included in this section of the responses for Heavy Mechanical with Herbicide Option.

TAB C. References (Mandatory) — Attachment D

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

provided for the specific Work Type that the response is for (Hand Clearing with Herbicide Option or Heavy Mechanical with Herbicide Option).

TAB D. Experience (Mandatory) — Attachment E or Attachment F

The Respondent shall complete and submit the appropriate (Hand Clearing with Herbicide Option or Heavy Mechanical with Herbicide Option depending on what type work the response is for) Experience form, enclosed herein, which should include a chronological list of up to ten (10) relevant Respondent experiences, a description of the services provided for each operation (i.e., Treatment Method), and acres managed/treated. The Experience form shall be completed in its entirety, and returned, as part of the RFP response or the response shall be deemed non-responsive.

TAB E. Technical Response (Mandatory)

The Respondent shall complete and submit the Technical Response Table, Project Scenarios, and Equipment List see Items 1 – 3 below), which should include written narratives to the Respondent's knowledge and abilities in ephemeral wetland and associated organic sediment management expertise, field operations, and ability to complete assigned projects. The Technical Response Table, Project Scenarios, and Equipment List shall be completed in their entirety for the appropriate Work Type (Hand Clearing with Herbicide Option and/or Heavy Mechanical with Herbicide Option) for which the response is for and returned as part of the RFP response or the response shall be deemed non-responsive.

1. Technical Response Table – **Attachment G or Attachment H**

Respondents shall provide narratives illustrating how they meet the Contractor Qualifications listed in Section VI of the Scope of Work, as well as their knowledge and abilities in the following categories for either the Hand Clearing with Herbicide Option Technical Response Table (**Attachment G**) or the Heavy Mechanical with Herbicide Option Technical Response Table (**Attachment H**):

- a. Ephemeral wetland vegetation and associated organic sediment management;
- b. Field operations; and,
- c. Ability to complete assigned projects.

2. Approach Methodology to Project Scenarios – **Attachment I or Attachment J**

Respondents shall provide a treatment plan for the appropriate scenario, including but not limited to, treatment methodology, equipment list, and crew size/job descriptions.

- a. Hand Clearing with Herbicide Option Scenarios (**Attachment I**) – Respondents shall provide a treatment plan for each of the two (2) scenarios if a response for Hand Clearing with Herbicide Option.
- b. Heavy Mechanical with Herbicide Option Scenarios (**Attachment J**) – Respondents shall provide a treatment plan for each of the two (2) scenarios if submitting a response for Heavy Mechanical with Herbicide Option.

3. Equipment List – **Attachment K or Attachment L**

Respondents shall provide a list of all owned equipment which may be of use on a project under this RFP, as well as rental equipment the Respondent has readily available, on the appropriate Equipment List Form (**Attachment K** for Hand Clearing with Herbicide Option or **Attachment L** for Heavy Mechanical with Herbicide Option). The Respondent's Equipment List must include, at a minimum, the required equipment for each type of work listed in Section VII. **EQUIPMENT, MATERIALS AND REQUIREMENTS** of the Scope of Work.

TAB F. Cost Sheet (Mandatory) — Attachment M or Attachment N

The Respondent shall complete and submit the appropriate Cost Form (**Attachment M** for Hand Clearing with Herbicide Option of **Attachment N** for Heavy Mechanical with Herbicide Option), enclosed herein. For the purpose of this RFP, cost will be provided as a “Loaded Ceiling Price per Acre”. **Price per acre shall include:** highest estimated rate for employee pay, benefit costs, insurance, fuel, vehicles (transport trucks, ATV/UTV, tractors, dozers, dump trucks, buggy, boat, airboat, excavator, skidders, feller-bunchers, woody vegetation mowers, rollerchoppers, etc.), herbicides, adjuvants, spray equipment (handheld, mobile or backpack), communication equipment, GPS units, chainsaws, machetes, PPE, disposal methods/equipment, and any other costs necessary for the Contractor to meet project specifications. Contractor should take into account potential price increases and market fluctuations that could affect Contractor’s costs over the term of contract.

The Respondent shall provide its costs for the services/equipment requested in this solicitation for the initial 5-year term of the contract and for the possible 3 one-year renewal periods. **The appropriate Cost Form must be completed and submitted in each response submitted by the Respondent.**

This cost provided is award criteria for the RFP Contractor selection. **This is a multi-award bid.** Subsequent to awarding the RFP, Request for Quotes (RFQs) will be initiated for each individual and unique project site. Contractors will submit a fixed unit rate quote for each project. Subsequent project quotes shall not exceed the loaded price per acre established in this RFP. **No minimum amount of work is guaranteed under this RFP.**

TAB G. Addendum (if applicable)

CONFIDENTIALITY/PUBLIC RECORDS LAW

Respondents are cautioned that Florida law generously defines what constitutes a public record and grants broad rights of public access to those records (e.g., section 119.07, F.S.). If a Respondent considers any portion of the documents, data or records submitted in their Response to this solicitation to be confidential, proprietary, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Respondent must mark the document as “Confidential.” The Respondent shall also provide the Commission with a separate PDF redacted copy of its Response and briefly describe in writing the grounds and specific legal citations for claiming exemption from public records law. This redacted copy shall contain the Commission’s solicitation name, number and the Respondent’s name on the cover and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent claims is confidential, proprietary, trade secret or otherwise not subject to public disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority. If after the notice of intended decision or thirty (30) days after response opening, whichever is earlier, the Commission receives a public record request related to the solicitation, the Commission will provide the Redacted Copy to the requestor. If the Respondent fails to properly indicate any material enclosed in their Response is confidential, the Commission is authorized to produce documents, data or records in their entirety as submitted to the Commission in answer to a public records request. The Commission will endeavor to provide notice to the Respondent of all public records requests received related to documents provided by the Respondent that were marked pursuant to this paragraph. In no event shall the Respondent hold the Commission or any of its employees or agents liable for disclosing, or otherwise failing to protect the confidentiality of information submitted in response to this solicitation.

MAILING INSTRUCTIONS

The Contractor shall submit one (1) original hard copy and one (1) electronic copy on a flash drive of their response in a **SEALED ENVELOPE** addressed to:

Florida Fish and Wildlife Conservation Commission
Attn: Purchasing
1875 Orange Avenue East
Tallahassee, Florida 32301

If Respondents are submitting a proposal for both types of work, the proposals must be in separate envelopes but can be mailed in the same box. The envelope shall be plainly marked on the outside with: **SOLICITATION NUMBER, DATE AND TIME OF THE RESPONSE OPENING AND TYPE OF WORK RESPONDING FOR.**

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

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

SOLICITATION PUBLIC OPENING

The public opening of this RFP will be conducted at the date, time and method specified in the **Calendar of Events (Page 2)**. **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.

SELECTION AND EVALUATION OF RESPONSES

An evaluation committee consisting of four (4) Commission representatives with collective knowledge and experience related to the solicitation's program area will independently evaluate and score each Respondent's response. The **Evaluation Criteria Scoring Sheet (Attachments O and P)** will be used by the evaluation committee to assign scores to all evaluated responses designated as responsive.

Scores will be averaged for all evaluation committee members and ranked by the highest to lowest average score per type of work. **Respondents must score at least 70 points per work type to be considered for award.**

GENERAL EVALUATION CRITERIA

General evaluation criteria include the following:

1. The Commission reserves the right to accept or reject any or all responses received and reserves the right to make an award without further discussion of the responses submitted. Therefore, responses should be initially submitted as outlined in the [Mandatory Responsiveness Requirements for Response Submission](#) and [Economy of Presentation](#) sections.
2. Non-responsive responses shall include, but are not limited to, those that:

- a. are irregular or are not in conformance with the requirements and instructions contained herein;
 - b. fail to utilize or complete prescribed forms; or
 - c. have improper or undated signatures.
3. The Commission may waive minor irregularities in the responses received that are merely a matter of form and not substance, and the corrections of which are not prejudicial to other respondents.

A NON-RESPONSIVE RESPONSE WILL NOT BE CONSIDERED.

EVALUATION SCORING FACTORS

Scoring criteria include:

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

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

Points will be awarded, per work type, on the basis of the following evaluation factors:

1. Experience (30 points)
Experience evaluated based upon experience with similar projects.
2. Technical Response (60 points)
Points for Technical Response will be awarded based upon an evaluation of the information submitted in the Technical Response Table, the Project Scenarios, and the Equipment List as they relate to the needs of this solicitation.
3. Cost (10 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.

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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.

POSTING OF RESPONSE TABULATION

Response Tabulation, with recommended award, will be posted electronically as Agency Decisions on the Department of Management Services Vendor Information Portal as a Public Notice. The Agency Decision may be viewed on the [Vendor Information Portal](#), and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3)(b), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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

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

CONTRACT

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

SCOPE CHANGES AFTER CONTRACT EXECUTION

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

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 [Procurement Manager](#) for the official file (e.g., renewal letters, vendor name change letter).

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.

NOTICE TO PROCEED

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

QUOTE BOND

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

LIQUIDATED DAMAGES

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

PERMITTING

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

PERFORMANCE BOND

A Performance Bond may be required from the Contractor by the Commission for individual project(s) under this RFP as indicated in the RFQ. Prior to commencing any work, and within ten (10) calendar days after issuance of a Purchase Order, the Contractor shall furnish a Performance Bond in the amount of one

hundred percent (100%) of the total contract price to ensure full and complete performance of the contract to the attention of the Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, the Commission's full name, the Purchase Order assigned to the project by the Commission, and a description of the property being improved with a general description of the project. **Please note:** A Notice to Proceed will not be issued until after the required bond has been received.

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

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

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

AUTHORIZED COMPENSATION

It is understood and agreed that all compensation under this RFP is specifically limited to the Contractor's response price accepted by the Commission, and to the specific procedure for payment established in this RFP and the **Purchase Order** executed pursuant to it. The Commission is not liable for any costs, fees, expenses or any other compensation whatsoever incurred or charged by the Contractor, other than the response price paid for the work specifically described in the RFQ 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.

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.

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SCOPE OF WORK

FWC 23/24-114

EPHEMERAL WETLAND VEGETATION & ORGANIC SEDIMENTS MANAGEMENT

I. PURPOSE

The intent of this Request for Proposals (RFP) is to choose professional contractors based on their qualifications, proven track record completing similar projects, and competitive pricing for all aspects of ephemeral wetland vegetation and associated organic sediment management on public conservation land, or other applicable land, within the State of Florida, per the specifications contained herein. Ephemeral wetland vegetation and associated organic sediment management services will be provided by the selected contractor(s) on a Purchase Order basis. **No minimum amount of work is guaranteed under this RFP.**

II. DEFINITIONS

1. **Commission.** The Florida Fish and Wildlife Conservation Commission.
2. **Contract Manager.** The Commission employee who oversees the financial aspects of the project. The Contract Manager may initiate and attend/conduct pre-quote meetings and may provide Contractors with any addendum to the original Scope of Work. The Contract Manager is the primary contact should there be a dispute between a Project Manager and a Contractor.
3. **Contractor.** A responsive and responsible vegetation management private contractor who receives an award under this RFP.
4. **DBH.** Diameter at breast height. Vegetation trunk diameter at 4.5 feet above ground.
5. **Ground Crew Supervisor.** The Crew Leader assigned by the Contractor to be on-site at a specific project and be the on-site point of contact for the Project, Contract and Site Managers. Hand Clearing work type projects may require this position to be a licensed and certified applicator per the Request for Quotes (RFQ) Scope of Work.
6. **Hand Clearing.** The use of handheld equipment to conduct vegetation management. This includes, but is not limited to: chainsaws, machetes, axes, brushcutters, loppers, small tillers and rakes.
7. **Heavy Equipment.** Heavy-duty vehicles capable of removing entire trees and associated organic sediment (ex. Excavator), pulling a rollerchopper or mower (ex. Tractor, Dozer), cutting down trees (ex. Feller-buncher), dragging debris (ex. Skidder), transporting debris (ex. Dump truck, tractor/trailer), mowing woody vegetation (ex. Mulcher or Loader with a cutting/mowing/mulching head), and debris disposal (ex. air curtain incinerator). Equipment is required to have a low ground pressure impact to minimize rutting, be tracked (i.e. no wheels) when necessary, be amphibious when necessary, and capable of working in natural areas with dense woody vegetation where the ground can become inundated with water.
8. **Pre-Quote Meeting.** An on-site mandatory meeting where Contractors, Contract Manager (attendance preferred), Project Manager, and other staff review and discuss the RFQ Scope of Work. Contractors must arrive at or before the designated time and sign in before the meeting starts and sign out at the end of the meeting for their quote to be eligible for an award.
9. **Project Manager.** The Commission manager or agency-designated staff assigned to oversee the individual project work site(s). The Project Manager may initiate and will

attend pre-quote meetings (may lead) and may provide Contractors with any addendum to the original Scope of Work. Typically, the subject matter expert on ephemeral wetland vegetation management or a specific imperiled species for which habitat restoration is being conducted. Individual projects may have different Project Managers.

10. **Request For Proposal (RFP).** This formal solicitation for the award of vegetation management contractors.
11. **Request For Quotes (RFQ).** The Commission may use a Request for Quotes (RFQ) to select vendors for work performed under this Contract for individual projects; a secondary process with the purpose of inviting Contractors to provide quotes for a specific project Scope of Work. An RFQ allows for competitive price quotes from the pool of Contractors, from which the best quote will be selected for each individual project. A quote must be submitted by a set date and time to be eligible for an award. An RFQ may contain criteria different from or not identified in the RFP. In the event of a conflict between the RFQ and the RFP, the RFP shall govern. Examples of RFQs are provided as **Exhibits I and II**.
12. **Scope of Work (SOW).** The specifications provided by the Project and Contract Managers for each individual project RFQ. All work conducted by a Contractor shall be in accordance with the approved SOW. Discussion about the SOW may occur during an on-site pre-quote meeting, which may result in changes to the SOW. These changes are attached to and supersede the SOW.
13. **Weekly Progress Report (WPR).** A form to be filled out by the Contractor during a project and signed by the Contractor and Contract or Project Manager; for recording site information, supervisor pesticide certification number, work dates, target plant species, control method used, equipment used, chemicals applied (herbicides and adjuvants), weather and daily total acres treated (see **Exhibit III**).

III. OBJECTIVE

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

Ephemeral wetland habitat management occurs throughout Florida. Projects under previous RFPs have focused predominantly on lands in the panhandle, however emerging needs have resulted in an increasing number of projects within the northern half of the peninsula. This trend is expected to continue, with projects in the southern half of the peninsula added as priorities are added and/or changed.

IV. OVERVIEW

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

The majority of projects will include the application of herbicides. The methods of herbicide application include, but are not limited to, foliar spray, frill, girdle, hack & squirt, cut-stump, basal bark, injection, and broadcast (liquid). Type of application will be determined for each individual project by the Project Manager. Contractors will also be required to submit herbicide use logs/Weekly Progress Reports (WPRs) for these activities (**Exhibit III**). Contractors may be required to submit a Treatment Plan prior to the start of the project.

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

Project Types:

1. Herbicide application (foliar, cut stump, basal bark, frill, gridle, hack & squirt, injection, broadcast). Ground crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, chainsaws, GPS units, machetes, weed eaters with cutting heads, herbicide, adjuvants, and herbicide application equipment. Herbicides and adjuvants must be aquatic approved/compatible when working in or near standing water, or as required by the RFQ SOW. Maximum foliar and broadcast spray height will be specified in the RFQ SOW. Cut vegetation must be handled as stated in the RFQ SOW. This can include piling (internal and external), fell and leave, scattering, or removal from site. Options for removal from site includes transport to elsewhere on property, and removal entirely from work area/public lands by dump truck or other equipment capable of hauling material offsite for proper disposal. Offsite disposal is the Contractors responsibility, however FWC must approve the offsite location in advance. For onsite disposal of vegetation (includes external and internal), the RFQ SOW will state allowances, restrictions, and dimensions (if applicable).
2. Tree/shrub cutting (by hand or machine), including both large and small diameter vegetation. This may include trees with a DBH greater than 18 inches. Target size classes/diameters will be specified in the RFQ SOW. Target vegetation may be live or dead. Ground crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, chainsaws, GPS units, machetes, weed eaters with cutting heads, other cutting equipment (including heavy equipment (feller-buncher), if allowed) and herbicide application equipment (if required). Cut vegetation must be handled as stated in the RFQ SOW. This can include piling (internal and external), fell and leave, scattering, or removal from site. Options for removal from site includes transport to elsewhere on property, and removal entirely from work area/public lands by dump truck or other equipment capable of efficiently moving material offsite for proper disposal. Offsite disposal is the Contractor's responsibility, however FWC must approve the offsite location and method in advance. For onsite disposal of vegetation (includes external and internal), the RFQ SOW will state allowances, restrictions, and dimensions (if applicable).
3. Whole plant removal (trees and shrubs, including root balls/mats and associated organic sediments) using heavy equipment. Target vegetation may be live or dead, and of all sizes, including diameters greater than 18 inches. Ground crews shall be equipped with appropriate equipment including, but not limited to, personal

protective equipment, excavators (with buckets, teeth and thumb may be required), dozers, skidders, and GPS units. Removed vegetation must be handled as stated in the RFQ SOW. Vegetation and organic material may require separation and differing methods of disposal. Disposal can include piling (internal and external), scattering, or removal from site. Options for removal from site includes transport to elsewhere on property, and removal entirely from work area/public lands by dump truck or other equipment capable of efficiently hauling material offsite for proper disposal. Offsite disposal is the Contractors responsibility, however FWC must approve the offsite location and method in advance. For onsite disposal of vegetation (includes external and internal), the RFQ SOW will state allowances, restrictions, and dimensions (if applicable).

4. The disturbance or removal of organic material from the wetland basin, by hand, handheld, or heavy equipment. Removal may be down to mineral sediment or to a shallower depth. Crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, hand rakes/shovels, small manual tillers, tracked excavator-type machine (with buckets, teeth and hydraulic thumb may be required), and GPS units. The specifics will be detailed in the RFQ SOW. All removed organic sediment will be transported from the work site by the Contractor's crew either to upland habitats above the ephemeral wetland ecotone edge, elsewhere on property, or removed entirely from work area/public lands by dump truck or other equipment capable of efficiently hauling material offsite for proper disposal. Offsite disposal is the Contractors responsibility, however FWC must approve the offsite location and method in advance. For onsite disposal, the RFQ SOW will state allowances, restrictions, and dimensions (if applicable).
5. Vegetation maintenance through mowing, mulching and rollerchopping. Vegetation will be low mowed or mulched using tracked equipment with a cutting/mowing/mulching head. Vegetation will be rollerchopped with either single or tandem drums. Rollerchoppers will be pulled by either a dozer or tractor. Target vegetation may be live or dead. Crews shall be equipped with appropriate equipment including, but not limited to, personal protective equipment, mowing equipment, mulching equipment, dozers, tractors, rollerchoppers, and GPS units. Mulching may take place in dry or shallow water and may require specialized low-impact equipment (ex. amphibious equipment). The RFQ SOW will provide pertinent details, including treatment type, amount of drum water, mow height, mulch size, depth of chop, and required equipment.

Projects will range in size and complexity. Projects may require the use of Contractors who can supply large numbers of crew (20+) and equipment, while other projects may require smaller crews and less equipment. A minimum number of workers required will be specified by the Project Manager and defined in the RFQ SOW.

Project Managers and Contractors may be required to adjust activities and timing around seasonal temperatures, imperiled species requirements, limited work window opportunities, land management activities, military missions, hunting seasons, and fluctuating water levels. Changing water levels may hinder site access or reduce the efficacy of herbicides. As such, some projects may require long-term crew commitment in the event work is postponed before completion. Some projects may require multiple mobilizations/demobilizations due to water level restrictions.

Ground crews shall be transported by vehicles, including but not limited to trucks, ATV/UTVs, buggies, airboats, or boats. All transportation is the responsibility of the Contractor. Each ground crew shall consist of one supervisor. Ground crews shall be supplied with appropriate equipment including, but not limited to, personal protective equipment, chainsaws, GPS units, machetes, herbicide, adjuvants, application equipment, fuel, water, and other treatment equipment (including heavy equipment, if allowed). Contractors shall follow all laws and regulations including, but not limited to, those set forth by the United States Environmental Protection Agency (EPA), United States Department of Defense (DoD), United States Forest Service (USFS), Florida Fish and Wildlife Conservation Commission (FWC), Florida Forest Service (FFS), United States Fish and Wildlife Service (USFWS), Water Management Districts (WMD), Florida Department of Environmental Protection (DEP), and Florida Department of Agriculture and Consumer Services (FDACS). Contractors will comply with all applicable permits, and Contractor Ground Crew Supervisors are required to have all applicable FDACS pesticide certifications, as stated in the RFQ SOW. Contractor Ground Crew Supervisors are required to follow all applicable FDACS and EPA Worker Protection Standards. Land managed by Federal agencies may require that every applicator and mixer hold a certified pesticide applicator license in one or more categories and/or obtain special security clearance. Use of day labor crews may be prohibited on certain federal properties due to access restrictions.

V. SCOPE/DELIVERABLES

A. *Project Management*

The Project and Contract Manager shall manage each project. The Project Manager shall provide site direction and the Contract Manager will manage the administrative aspects of the project. The Project Manager will manage the compliance aspects of the project.

1. Prior to the submission of quotes for a specific project by Contractors, a mandatory on-site “pre-quote” meeting will be conducted with the Project Manager, Contract Manager (attendance preferred), and each invited Contractor or company representative to discuss details of the project to ensure that the Contractors clearly understand the Commission’s expectations and project specifications.
2. If the Commission finds it necessary to supplement, modify or interpret any portion of the specifications or documents or answer any Contractor questions arising from the “pre-quote” meeting, an addendum will be provided by either the Project or Contract Manager after the pre-quote meeting via electronic mail and will thereafter become incorporated by reference into the RFQ SOW. Contractors shall not consider any verbal instructions as binding upon the Commission. Only those communications from the Commission that are in writing, may be considered as a duly authorized expression on behalf of the Commission. Any questions from Contractors that require an official Commission answer concerning the project shall be submitted in writing to the Contract Manager and Project Manager. Questions must be received no later than 48 hours/2 business days following completion of the “pre-quote” meeting. Questions may be sent via electronic mail.
3. The Contractor shall be responsible for the technical quality, staff coordination, and adherence to time schedules. The Contractor shall also ensure the necessary coordination of each project, keeping deadlines in perspective.

B. Deliverables

As specified in each RFQ SOW; systematically traverse, locate, and treat 100% of the targeted material within the designated acres of the conservation land. When herbicide is applied, the minimum % of target plants expected to be killed 2 – 8 months post treatment (depending on time of treatment) will be 50% for titi species and 85% for all other target species, unless otherwise specified in the RFQ SOW.

VI. CONTRACTOR QUALIFICATIONS

*Qualifications are listed in order of importance.

A. Hand Clearing with Herbicide Option:

1. Capability to increase crew size/number as necessary when working under rigid timeframes or awarded multiple projects.
2. *The Contractor must have a minimum of one Ground Crew Supervisor (Supervisor) that possesses the following qualifications:*
 - a) Knowledge and at least one year of substantial experience in field identification and current control technologies of plants common to Florida.
 - b) Ability to effectively communicate directly with the Contract Manager, Project Manager, and their designees in English.
 - c) Current Florida Department of Agriculture and Consumer Services (FDACS) pesticide certification in both Natural Areas and Aquatics categories, and any other appropriate category depending on project locations and description. All Ground Crew Supervisors shall maintain required certification in the above categories during the term of this Contract.
 - d) One year of substantial experience with herbicide use in accordance with the currently approved label. Must be able to follow all herbicide label requirements, and any site-specific herbicide requirements (i.e. National Environmental Policy Act (NEPA)).
 - e) Experience working in natural areas and aquatic areas of Public Conservation Land, excluding rights-of-way.
 - f) Sound academic knowledge of ecological principles as they relate to vegetation management.
 - g) Current working knowledge of resource management methods, biological processes, and vegetation control techniques.
 - h) Sound plant identification skills and experience working in habitats where threatened and endangered plants must be protected.
 - i) Experience working in/around habitats containing threatened and endangered wildlife.
 - j) Ability to traverse challenging terrain systematically by using navigation

techniques such as GPS and aerial maps.

- k) Ability to traverse challenging terrain by foot to the work area, when vehicle access is prohibited, carrying all necessary equipment.
 - l) Skill in data collection and record keeping. Must be able to record herbicide use, acreage and species accurately.
 - m) Ability to work under adverse physical and weather conditions, including high humidity and temperatures, standing water, inclement weather, exposure to poisonous plants and venomous reptiles, biting insects, and in hostile terrain.
 - n) Ability to operate and conduct field maintenance of vehicles, herbicide application equipment, heavy equipment, and to recognize and avoid hazards associated with operating such equipment.
3. The Contractor must have no violations of Federal or Florida state laws or regulations related to pesticide use or plant control resolved by mediation, Consent Order, or fine within the previous two (2) calendar years from the date of project commencement.

B. Heavy Mechanical with Herbicide Option:

- 1. Capability to increase crew size/number and equipment number as necessary when working under rigid timeframes or awarded multiple projects.
- 2. *The Contractor must have a minimum of one Ground Crew Supervisor (Supervisor) that possesses the following qualifications:*
 - a) Proficiency in using the heavy equipment required for the project.
 - b) Ability to effectively communicate directly with the Contract Manager, Project Manager, and their designees in English.
 - c) Experience working in natural areas and/or aquatic areas of Public Conservation Land, excluding rights-of-way, OR within wetlands on other land types.
 - d) Current working knowledge of resource management methods (ex. forestry management), and vegetation control techniques involving heavy equipment.
 - e) Experience working in/around habitats containing threatened and endangered wildlife and/or plants.
 - f) Current Florida Department of Agriculture and Consumer Services (FDACS) pesticide certification in both Natural Areas and Aquatics categories, and any other appropriate category depending on project locations and description. All Ground Crew Supervisors shall maintain required certification in the above categories during the term of this Contract.

OR

Supervise a subcontractor meeting the above requirements, that is vetted and approved by the Contract and Project Managers.

- g) One year of substantial experience with herbicide use in accordance with the currently approved label. Must be able to follow all herbicide label requirements, and any site-specific herbicide requirements (i.e. NEPA).

OR

Supervise a subcontractor meeting the above requirements, that is vetted and approved by the Contract and Project Managers.

- h) Ability to use navigation techniques such as GPS and aerial maps to define project boundaries, access routes, sensitive areas, exclusion areas, etc.
 - i) Ability to work under adverse physical and weather conditions, including high humidity and temperatures, standing water, inclement weather, exposure to poisonous plants and venomous reptiles, biting insects, and in hostile terrain.
 - j) Skill in data collection and record keeping. Must be able to record herbicide use, acreage and species accurately.
 - k) Ability to operate and conduct field maintenance of vehicles, herbicide application equipment, heavy equipment, and to recognize and avoid hazards associated with operating such equipment.
3. The Contractor and any subcontractors must have no violations of Federal or Florida state laws or regulations related to pesticide use or plant control resolved by mediation, Consent Order, or fine within the previous two (2) calendar years from the date of project commencement.

VII. EQUIPMENT, MATERIALS AND REQUIREMENTS

These are minimum-baseline responsive requirements. Non-compliance with the following minimum equipment requirements shall deem the Respondent non-responsive to the RFP.

- A. The Contractor is required to have a minimum number of crew/personnel on the work site, as deemed necessary by the Contract or Project Manager. This minimum number will be stated in the RFQ SOW. All workers must be of legal age to conduct the type of work requested. The Contractor shall be responsible for providing all supplies and equipment, including backpack sprayers, chainsaws, machetes, spray bottles, safety equipment (PPE), heavy equipment, or any other equipment necessary to effectively and efficiently complete the project within the timeline specified. The Contractor shall supply airboats, 4WD vehicles, buggies, and ATV/UTVs to transport crews and supplies to and from treatment sites when and if deemed necessary by the Project or Contract Manager. The Contractor may be required to obtain excavators, skid steers, agricultural tractors, dump trucks, chippers/tub grinders or any other equipment deemed necessary to effectively and efficiently complete individual projects. The Contractor will supply

GPS units and communication equipment including cellular telephones and two-way radio (if necessary).

B. The Contractor shall have and maintain the following minimum equipment:

1. Hand Clearing with Herbicide Option -
 - Two (2) 4X4 Pick-up trucks/SUVs/vans capable of carrying at least five (5) passengers each plus required equipment when transporting work crews to work sites in natural areas;
 - One (1) ATV/UTV or similar vehicle
 - Two (2) backpack sprayers
 - Two (2) small hand sprayers/squirt bottle
 - Two (2) gas powered chainsaws
 - Two (2) machetes/axes/equivalent
 - One (1) GPS unit per crew member (especially applicators); and
 - One (1) cellular phone per Supervisor
 - One (1) DBH tape
 - One (1) measuring tape capable of measuring at least 20 feet.
 - Equipment capable of precision herbicide application (paint brushes, cups, wicking equipment, daubers, needle-less syringes, injection tools, etc.)
2. Heavy Mechanical with Herbicide Option-
 - One (1) 4X4 Pick-up trucks/SUVs/vans capable of carrying at least two (2) passengers each plus required equipment when transporting work crews to work sites in natural areas:
 - One (1) backpack sprayers
 - One (1) small hand sprayers/squirt bottle
 - One (1) gas powered chainsaws
 - One (1) machetes/axes/equivalent
 - One (1) GPS unit per crew member (especially applicators); and
 - One (1) cellular phone per Supervisor
 - One (1) DBH tape
 - One (1) measuring tape capable of measuring at least 20 feet.
 - Equipment capable of precision herbicide application (paint brushes, cups, wicking equipment, daubers, needle-less syringes, injection tools, etc.) or have access to these through a licensed and certified subcontractor. Documentation, as required under the MANDATORY RESPONSIVENESS REQUIREMENTS section, TAB B, showing an established relationship with one or more companies with herbicide application certification and expertise will suffice as evidence. Must include example licenses.
 - Either own or have consistent access* to a variety of heavy equipment needed to complete the project types previously described. This also includes support equipment (fuel storage tanks, matting, spill prevention, safety equipment, etc.). *Documentation showing an established relationship with one or more companies with herbicide application certification and expertise will suffice as evidence.

C. All equipment shall be in good operating condition. Equipment shall be verified by the Commission via photographs or other documentation (examples: title, registration, VIN)

submitted with the Contractor's response. Respondents with insufficient equipment shall be deemed non-responsive at the sole discretion of the Contract Manager.

- D. The Contractor must have equipment service providers, their locations, and replacement/downtime estimates pre-determined in the event of equipment failure, whether equipment is owned or rented.
- E. The Contractor must be able to decontaminate all equipment and properly dispose of herbicide and adjuvant containers. Decontamination requirements will be specified in the RFQ SOW, and may include vehicles, treatment equipment, and/or apparel. The Contractor will be required to have spill kits capable of containing herbicide and engine fluid spills on site.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

Unless otherwise established in the Purchase Order, the Contractor shall complete all work as set forth in each RFQ SOW in full compliance with the terms and conditions of **RFP FWC 23/24-114**. The responsibilities of the Contractor include, but are not limited to:

- 1. Upon issuance of a Purchase Order, the Contractor shall:
 - a. Contact the Project Manager (cc the Contract Manager) to discuss project operation within seven (7) working days and begin the discussion of an estimated work schedule.
 - b. Email the Project Manager (cc the Contract Manager) with:
 - i. Crew Supervisor's contact information, including cell phone number.
 - ii. Contractor's contact information, including office phone number and an email address that will ensure a response from the Contractor within twenty-four (24) business hours.
 - iii. proof of Insurance and Worker's Comp.
 - iv. copies of any required FDACS licenses/certificates for the Contractor's designated certified Ground Crew Supervisor(s), applicators, and mixers for the project.
 - c. Submit request to use a subcontractor (if applicable/allowable). Provide subcontractor name.
 - d. Submit a Treatment Plan for approval (if required).
 - e. Cc the Project Manager on any required permit requests for site access. Sending the permit to the Project Manager upon receipt.
- 2. Upon issuance of a Notice to Proceed, the Contractor shall:
 - a. Initiate control operations at the specified project location within thirty (30) days, unless stated otherwise in the Notice to Proceed, RFQ SOW, Purchase Order, or other written correspondence from the Contract or Project Manager. If the Contractor fails to start work within the thirty (30) day-time period, the Commission shall have the option to terminate the Purchase Order/Contract and assign to another contractor.
 - b. Coordinate project site access with the Project Manager, requesting access via electronic mail a minimum of seven (7) days prior to the preferred start date.
- 3. The Contractor's Ground Crew Supervisor must be present when work on the site is underway. Any change in the documented Ground Crew Supervisor must be approved in advance by the Project and Contract Manager. The Ground Crew Supervisor shall

communicate with the Contract and Project Manager and their designees effectively in English.

4. Ground Crew Supervisors shall be responsible for: 1) coordinating with the Project Manager on a daily/weekly basis; 2) all control activities and safety on project sites; 3) assuring that all contract crews are knowledgeable of the project, project boundaries, and RFQ SOW requirements; and 4) assuring appropriate herbicide labels, Material Safety Data Sheets (MSDS), and a copy of the fully executed SOW/Purchase Order with maps are on site, along with any required access permits and treatment plans; 5) assuring every effort is made to avoid damage to native vegetation and wildlife by training workers on the identification of target plants and to avoid project-designated “sensitive” areas; 6) assuring that all decontamination protocols are adhered to.
5. Ground Crew Supervisors shall be responsible for the collection, recording, and timely submission of all data and reports required. At regular intervals determined by the Project or Contract Manager and at the completion of initial treatment and site reassessment, a complete report will be submitted to the Project and Contract Manager by electronic mail. This includes the completion of the preferred herbicide log, the Plant Control Report of Operations Weekly Progress Report (WPR; **Exhibit III**). It is the responsibility of the Contractor to submit complete and correct WPR(s) to the Commission. Herbicide logs are to be completed at the end of each day and submitted at the end of each work week unless otherwise specified by the FWC Manager (Project or Contract). Submission by the Contractor and acceptance by the Commission is required prior to the Commission accepting invoicing.
6. Contractors may be allowed to use subcontractors on a project by project basis, but only after the Commission has evaluated the subcontractor. The Contractor will be required to notify the Contract Manager and Project Manager of the intended employment of subcontractor(s) in writing and a determination at the sole discretion of the Contract Manager will be made upon review of the subcontractor’s qualifications. The Contractor is responsible for the subcontractor’s actions and the Contractor will receive default points (Table 1) if the subcontractor fails to meet specifications. If the subcontractor is another contractor on the RFP, both parties (Contractor and Subcontractor) will get points for not meeting specifications. Points are detailed below (Table 1.). This also includes the use of day labor companies and/or a subcontractor to augment the Contractor’s crew.
7. The Project or Contract Manager shall require that GPS units be used to identify and document wetland locations and project area boundaries for each day worked. GPS tracks are used for monitoring treatment. Unless stated otherwise in the RFQ SOW, each crew member must carry a Garmin-type GPS (track setting should collect least often) or a smart phone with an application capable of recording GPX (GPS Exchange file format) tracks. Submitting GPS tracks without conducting a treatment shall be grounds for default. The Contractor will save project tracks for each project and (if requested) email to the Project Manager or the Contract Manager. Retreatment tracks must be emailed to the Project and Contract Manager.
8. All equipment used shall be in good repair and operating condition, and shall comply with all federal, state, and local regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated

and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer. The Commission reserves the right to request replacement of equipment or personnel if deemed to be unsafe or operating in an unsafe manner.

9. All equipment including but not limited to vehicles, trailers, ATV's, chippers, and heavy equipment must be cleaned with a pressure washer to reduce the spread of exotic vegetation prior to arrival and initiating work activities on public lands. Decontamination protocols include spraying down all equipment surfaces including the undercarriage and tires to ensure that mud, sand, dirt, muck, vegetative debris, and other debris is not transported in from outside the project area. All hand-held equipment such as chain saws, loppers, etc. to be used for treatment activities must be wiped down and cleaned so that they are free of debris. If equipment is removed from the site to work elsewhere, it must be cleaned again before re-entry.
10. Decontamination of apparel and treatment equipment to reduce the spread of pathogens may be required prior to entry to the work site. The RFQ SOW will list any pathogen decontamination requirements.
11. In areas of known *Lygodium* populations, concerted effort will be made to remove spores from clothing and boots by use of compressed air on garments and cleaning boot lugs prior to leaving the treatment site.
12. Failure to comply with decontamination protocols constitutes grounds for contract cancellation and dismissal of the Contractor.
13. The Contractor will strictly adhere to all herbicide label application, precautionary, and safety statements, and shall be liable for damage due to an herbicide spill or contamination. The Contractor shall also properly dispose of all herbicide and adjuvant containers.
14. All herbicides must be EPA/FDACS registered or have the appropriate Florida Special Local Needs (Section 24(c) FIFRA) registration and be labelled for aquatic use, unless otherwise stated in the project's RFQ SOW. **ALL HERBICIDES SHALL BE USED IN ACCORDANCE WITH THE LABEL** or more restrictive individual site limits specified by the FWC Contract or Project Manager. Any more restrictive site limits will be clearly stated in the RFQ SOW. All adjuvants used must be approved for aquatic use, unless otherwise stated in the RFQ SOW. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of herbicides.
15. Herbicides will be purchased by the Contractor.
16. While on the job site, all herbicides and adjuvants must be kept with the Ground Crew Supervisor and/or applicator at the treatment site or in a secured, ventilated, and locked truck, trailer, or shed as close to the treatment site as practicable at all times in accordance with Chapter 403.161, 403.413, 403.708 F.S. and Chapter 487.031 F.S. All products shall be stored in containers that are in good condition and sealed to prevent spills. All containers shall be inspected each work day for leaks, labeled to identify their contents and kept in a secure manner as to prevent the likelihood of leaks. The Contractor is responsible for keeping all empty containers in a secured ventilated and

locked truck, trailer, or shed until they can be properly disposed of or recycled. The Contractor is also responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection. Herbicide mixing and refilling, as well as mixing and refueling of gas-powered equipment, will not be allowed within wetland or ecotone habitat near worksites. Mixing and refilling may only be done near vehicles, access roads or along rights-of-way unless otherwise stated in the RFQ SOW or as determined by the Project or Contract Manager.

17. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product, or other hazardous material. The Contractor shall report any such incident to the Project and Contract Managers immediately.
18. The Contractor shall be responsible for monitoring wind speeds and take all precautions to reduce drift. Wind speed regulation may apply due to label restrictions or Florida's Organo-Auxin Herbicide Rule 2015.
19. The Contractor shall be responsible for treatment of 100% of target vegetation identified in the project RFQ Scope of Work. Where herbicide is applied, the objective of treatment is to prevent re-sprouting. A dead plant does not re-sprout from an original root/rhizome system. All parts of the plant must be dead, not simply defoliated. In the event that the maximum amount of all allowable herbicides is used on a given wetland before 100% of the target vegetation has been treated and treatments had been conducted according to the RFQ SOW and Project Manager's direction, the Contractor will receive payment for treatment (acreage) completed and will not be held liable for the remainder of vegetation proposed for treatment. All control efforts involving herbicide shall be at least 85% effective for all hardwoods except both species of titi (50% for species of titi) in preventing re-sprout of all target vegetation, unless specified otherwise in the project RFQ SOW. If specified kill rate is not achieved for any area of the project after two to eight months post treatment, one additional treatment, including herbicide and adjuvant costs, of the plant species listed in the project's RFQ SOW will be the responsibility of the Contractor at no cost to the Commission or contracting entities. The Commission or contracting entities' decision as to the overall effectiveness of the treatment is final. All non-compliance must be resolved within two months of notification unless otherwise directed or approved by the Commission or contracting entity. If non-compliance is delayed, the Contractor shall be responsible for new growth. Inspections and non-compliance notifications may occur during or after treatment. Non-compliance re-treatment tracks must be turned in to the Project and Contract Manager.
20. The Contractor shall have, on-site at all times, appropriate first-aid and spill kit(s). Due to remoteness of work area, an emergency response plan may be required before any work begins by the Contractor, and the plan shall be provided to Contract or Project Manager for review.
21. The RFQ SOW will state the disposal requirements, if any, for all cleared vegetation and/or organic sediments. If disposal external to the treatment boundary is required, any cleared debris and/or organic sediments must be removed from the work site by the Contractor either to upland habitats above the ephemeral wetland ecotone edge or elsewhere on the public conservation land or removed entirely from work area/public

conservation lands by dump truck or other equipment capable of hauling material off-site for proper disposal. If disposal of vegetation is on-site, the Project Manager will determine distance and/or pile location in the upland habitats above the ecotone edge on a project by project basis. The Project Manager will also determine pile size (maximum length, width, and height). The RFQ SOW will clearly state whether the disposal is internal, external near the wetland/project area, elsewhere on the public conservation land, or offsite.

22. Trees and debris shall not be allowed to fall into canals, roads, and adjacent private properties. If this occurs, work must cease until the tree(s) or debris is immediately removed from the adjacent property, road, canals or any such area where it is not desirable. No trees should be treated and left standing if it has the potential of falling into a road, trail, public use area, or adjacent property at a later date.
23. The Contractor shall be responsible for repair, replacement, or restoration, to original condition, of all property damaged because of any activity by the Contractor, to the satisfaction of the Project Manager. This remediation includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, road/trail surface, turf areas, mixing zones, man-made structures, equipment, and damage to merchantable timber outside the project scope.
24. It shall be the Contractor's responsibility to exercise care and protect non-target native vegetation at the project site. The Contractor is responsible for the restoration or replacement of all damaged non-target native vegetation to the satisfaction of the Commission, at no cost to the Commission or the land management agency where the project occurred.
25. The Contractor shall be responsible for compliance with all Federal and State laws regarding protected species, including but not limited to, the Endangered Species Act (68A-27.003, 68A-27.004, FAC). The Contractor shall not harass or injure any native wildlife. The Contractor shall also be aware of, and prevent damage to, any rare or endangered native plants. When working in an area where these species may be present the Contractor must follow any established restrictions including those of USFWS and the Commission.
26. The Commission and the associated land management agency are obligated to pay the Contractor for only those completed activities detailed in the RFQ SOW of the Purchase Order.
27. The Contractor is responsible for submitting complete and accurate paperwork for invoicing and all other required purposes.
28. The Contractor is responsible for understanding the RFQ SOW specifications and the Project Manager's instructions. The Contractor shall request clarification or additional information when the intent of the SOW or specific instructions are unclear or when the Contractor has any other issues or concerns related to the project. Verbal discussions are not binding.

IX. TREATMENT

1. Target vegetation is generally defined as any nuisance/invasive vegetation present in or adjacent to an ephemeral wetland, including but not limited to, Black titi or Buckwheat tree (*Cliftonia monophylla*), Titi (*Cyrilla racemiflora*), Gum or Tupelo (*Nyssa* sp.), Fetter-bush (*Lyonia lucida*), Possum-haw (*Ilex decidua*), Myrtle-leaved Holly (*Ilex myrtifolia*), Buttonbush (*Cephalanthus occidentalis*), Carolina willow (*Salix caroliniana*) and Torpedograss (*Panicum repens*), but may include other species as defined in the RFQ SOW. Species such as Cypress (*Taxodium* sp.), Pine (*Pinus* sp.), and Atlantic White Cedar (*Chamaecyparis thyoides*) may or may not be treated; more specific definitions of vegetation treatment will be defined in each RFQ SOW. If the Contractor is unclear if a particular species should be treated, they should contact the Project Manager.
2. Target organic sediment is generally defined as the vegetative material that has not fully decomposed. This material is a result of leaf litter accumulation within the wetland. The amount of organic sediment to be removed will be site-specific and included in the RFQ SOW. Not all wetlands will require the removal of organic sediments.
3. Control methods to be included under this RFP are listed below:
 - a. Vegetation Management
 - i. Manual removal (hand clearing): Includes hand pulling and use of chainsaws, weed eaters with circular saw blades, axes, or machetes to cut/fell targeted vegetation either for piling on-site at strategic locations or for complete removal off-site. Seedlings may be hand-pulled to minimize the impact of herbicides on non-target vegetation. Hand-pulled seedlings should be disposed of in the same manner as cut vegetation.
 - ii. Herbicide control:
 1. Foliar: Herbicide and adjuvant(s) are diluted in water and applied to leaves using backpack sprayers, spray bottles, and/or ATV/UTV tank sprayers. Application may be directed to achieve selectivity or broadcast.
 2. Stump treatment: After felling vegetation, herbicide and adjuvant are applied onto the cut stump surface using a backpack sprayer, spray bottle, or daubing/wicking/painting tool. Large trees (>18-inch DBH) will not be felled unless instructed in the RFQ SOW. This will be done on a project-by-project basis, as determined by the Project Manager.
 3. Basal bark: Herbicide and adjuvant are applied with a backpack sprayer, spray bottle, or painting tool directly to the bark around the circumference of each stem/tree. Herbicide may be in an oil-soluble formulation, where allowed by label and site.
 4. Frill, girdle, and hack-and-squirt: Cuts through the cambium and into the sapwood are made completely around the circumference of the stem/tree. Cut will generally be no higher than one foot off the ground or above the buttress (whichever is nearer to the ground), OR no higher than three inches above the water, unless stated otherwise in the RFQ SOW. Cuts may be continuous/overlapping or in an evenly spaced pattern, as directed by the herbicide label. The herbicide mixture is applied to the cuts using a backpack sprayer, spray bottle,

needle-less syringe, or other site-approved precision application device. Certain plant species will not require herbicide application after girdling. The RFQ SOW will provide more details on the techniques allowed.

- a. Frill and hacks should result in “cups” for herbicide application.
 - b. Girdling may consist of one or two parallel continuous cuts. If two parallel cuts are required, the distance between the cuts will be specified in the RFQ SOW and the removal of the bark in between the cuts may be required.
 - c. Tree injection by both lance and specialized hatchet, as well as tree drilling is also captured in this category. Placement and spacing of holes/cuts/shells will follow the respective herbicide labels and equipment directions.
 - b. Mechanical Management:
 - i. Tree/Shrub Removal: The entire plant (live or dead), including root ball/mat and associated organic sediment is pulled out of the ground with minimal mineral sediment disturbance. Specifics on machine type, size, style/model and required components will be stated in the RFQ SOW.
 - ii. Tree Cutting – The tree (live or dead) will be cut down using heavy mechanical equipment (example: feller-buncher type cutting equipment). Maximum stump height and equipment specifications will be stated in the RFQ SOW.
 - iii. Vegetation Mowing & Mulching – Cutting/mowing/mulching of woody vegetation as a maintenance tool and prescribed fire prep using heavy mechanical equipment. Cutting height and allowable equipment will be stated in the RFQ SOW. This category includes both wheeled and tracked equipment, upland and amphibious/floating equipment, and cutting heads which are either frontend mounted or on an extendable arm.
 - iv. Rollerchopping – Single or tandem drum(s), to mechanically treat woody vegetation within the wetland or ecotone. Amount of water in the drum(s), chop depth, and allowable equipment will be stated in the RFQ SOW.
 - c. Organic Sediment Management
 - i. By Hand – Use of rakes or shovels or small tiller to disturb or remove from the wetland all of the accumulated organic sediment down to mineral sediment or a depth specified in the RFQ SOW.
 - ii. By Heavy Equipment: Organic sediment is to be removed down to mineralized sediment or as stated in the RFQ SOW with minimal mineral sediment disturbance. Specifics on machine type, size, style/model, required components, and removal depth/locations/specifics will be stated in the RFQ SOW.
4. All methods listed above have been found to be effective restoration tools under certain circumstances; however, many factors can affect the performance of a restoration tool and results can vary. Choice of restoration tool (including the use of herbicide) depends on species present, density, plant size, imperiled species presence/absence, environmental conditions and personal experience. Treatment methods approved for each project will be outlined in the RFQ SOW for that project, and may not include all the methods listed above. Herbicides may not be used in every project. Where used, herbicide marker dyes are useful and may be used to keep track of what vegetation has been treated when making applications to a larger number of trees or stumps. The use

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

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

X. INSPECTION AND COMPLIANCE

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

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

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

To ensure that the Contractor provides the best service to conservation land managers, the Commission has instituted a “Three Points Rule.” Failure to fulfill the responsibilities below (Table 1.) shall subject the Contractor to an assessment of points as set forth in this RFP. Contractors will be notified in writing upon the issuance of points. An accrual of three points shall cause the Contractor to be ineligible to participate on any quote or project under any Commission Ephemeral Wetland Plant Management contract for one calendar year after the accrual of the third point. If the infraction is caused by the Contractors’ subcontractor, points will be assessed against both parties. If the Contractor has responsibilities for treatment or re-treatments remaining at the time they are pointed out, failure to fulfill those requirements would be grounds for termination rather than suspension unless otherwise stated by the Commission. Each point assessed will affect a Contractor’s eligibility for three years from the date it was assessed. Points and warnings from the previous RFP (18/19-76) will not carry over into this RFP. Contractors who are currently ineligible to participate on any quote or project because of accruing three points on other Ephemeral Wetland Plant Management contracts may bid on this RFP, but will not be awarded any project work until completing the remainder of one year of ineligibility. Upon completion of one year of ineligibility, the Contractor’s points reset to zero. Use of the “Three Points Rule” does not preclude the Commission from exercising its rights to terminate for default or convenience.

Table 1. THREE POINT DEFAULT TABLE INFRACTION

			POINTS
1	Failure to notify the Commission Contract or Project Manager 7 days prior to initiating work (unless authorized by Contract Manager).		0.5
2	Absence of the assigned crew supervisor holding valid FDACS pesticide applicator license(s) as required in the RFQ SOW.		1.0
3	Failure to complete the project specifications by completion date as specified in RFQ SOW, with Force Majeure exception.		1.5
4	Failure to provide minimum numbers of workers as determined by RFQ SOW on project site.		1.0
5	Failure to treat 100% of the target vegetation on initial treatment, or failure to conduct a required retreatment, or failure to achieve project specific kill rates after required retreatment.		2.0
6	Repeatedly submitting incorrect, incomplete or late progress reports, invoices or Plant Control Report of Operations (WPRs).		0.5

7	Failure to obtain written approval to subcontract from Contract Manager. **Subcontractors shall be evaluated prior to approval.	1.0
8	Unacceptable non-target damage.	1.0
9	Unacceptable site disturbance.	0.5 - 2.0
10	Herbicide contamination/spill. Mixing in an unauthorized area.	1.0
11	Failure to maintain communication with Project Manager on progress/problems and work initiation or completion. Failure to respond to Project/Contract Manager communications in a timely manner prior to project start (3 business days).	1.0
12	Failure to take advantage of limited work window opportunities.	1.0
13	Herbicide Label Violations.	2.5
Note: Label violations will also require the Contractor to create a preventative plan to minimize the potential for future label violations. This plan must be approved by FWC prior to the Contractor being allowed to resume participation in the quoting process.		

XI. TERMINATION FOR DEFAULT

This Contract shall terminate immediately upon the Commission giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or breach of this Contract. If this Contract is terminated because of failure on part of the Contractor to fulfill his/her undertakings under this Contract, the Commission may order the Contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon such order and completion of work by the Commission, the Contractor shall be liable to the Commission for any excess cost occasioned to the Commission thereby. Such an event may be grounds to find the Contractor in default, which could include the Contractor's removal from the State's approved Contractor list for future solicitations.

XII. TERMINATION FOR CONVENIENCE

The Commission may terminate this Contract at any time with or without cause by a written notice by certified mail, return receipt requested, from the Commission to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue all work and services, unless the notice directs otherwise. If the Contract is terminated for the convenience of the Commission, payment to the Contractor will be made promptly at the Contract price for that portion of work actually performed and accepted. Upon termination of this Contract, the Contractor shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

XIII. PROGRAM MECHANICS/PROCEDURES

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

1. Depending upon the size and logistical requirements of a project, the Commission may select a sub-set of the awarded Contractors and notify them of the location, date, and time of a pre-quote meeting at the project site. Purchase Orders/Contracts will be awarded to the selected Contractor who submits the lowest quote or a "Specified Contractor" when circumstances exist that are in the best interest of the state (as defined in #8). **No minimum amount of work is guaranteed under this RFP.**
2. Included in this notification will be: 1) the Scope of Work and prescription for the project activities [details may include but are not limited to property boundaries, target species, habitat description, treatment history, treatment type, herbicide(s) and rates, method(s) of application, minimum number of workers, and necessary equipment]; 2) a map showing the location of the operation; 3) the name and telephone number of the Project Manager; 4) directions to the location of the mandatory pre-quote visit; and 5) the deadline for submission of the quote being requested.
3. During the pre-quote meeting, all selected Contractors will be required to sign an attendance log at the beginning and at the conclusion of the pre-quote meeting. Failure of a selected Contractor to attend the entire mandatory pre-quote meeting and sign the attendance sheet at the beginning and the conclusion of the meeting shall disqualify that Contractor from submitting a quote for that job.
4. During the pre-quote visit, Contractors will be shown: 1) areas that are characteristic of most of the project; 2) areas that are unique (different terrain, endangered species habitat, difficult access, etc.); 3) property/project site boundaries and access points; and 4) On site/property disposal and/or pile locations of vegetation materials, if necessary.
5. Any modifications made to the SOW and prescription as a result of the mandatory pre-quote visit will be sent via electronic mail (email) to the attending Contractors, as evidenced by the attendance logs, within three (3) business days after the pre-quote meeting.
6. Contractors shall submit a written quote through electronic mail to the Commission within the timeframe agreed upon at the pre-quote meeting in order to be eligible for an award.
7. Each project will be awarded to the Contractor submitting the lowest responsive and responsible quote or Specified Contractor (as defined in #8), not to exceed ceiling rates provided in the original RFP response.
8. The Commission reserves the right to award a project to a Specified Contractor when circumstances exist that are in the best interest of the State of Florida. These circumstances include, but are not limited to: 1) specified Contractor has unique equipment/specific experience required on the job site; 2) workload allocation; 3) possession of security clearance on military properties; 4) having specialized knowledge of and experience with federal and/or state Threatened and Endangered plant species

that exist on a project site; 5) there is a cost benefit to the State (For example: If a Contractor is already working in the PCL, adding another treatment area should result in a lower quote because the Contractor does not have to factor for mobilization and housing costs). All justification will be included in the project folder if or when such circumstances occur.

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

XIV. PAYMENT PROCESS

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

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

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

- a. Negotiation of a Project Statement of Work at a unit most advantageous to the Commission;
- b. Availability of qualified personnel within the required time frames; and,
- c. Satisfactory performance by the Contractor under any previous Purchase Order(s) issued by the Commission.

1. Invoicing:

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

- 1) An invoice on company letterhead;
- 2) Signed and completed Weekly Progress Reports for the billed dates of service; and,
- 3) Signed and completed Partial Payment Form (**Exhibit IV**), if applicable.

A signed and completed Certificate of Work Completion (**Exhibit V**) form must be on file prior to the Contract Manager accepting an invoice from the Contractor. This form should be completed by a representative of the site (Site Manager, preferred) or the Project Manager indicating satisfaction with treatment completion.

2. *Partial Payments:*

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

XV. SPECIAL PROVISIONS

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

Inadvertent Discoveries - If, during the performance of work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the Project Manager so that the appropriate staff may be notified and a determination of what, if any, additional action is needed. Examples of historic, archaeological, and cultural resources are bones, remains, artifacts, shell, midden, charcoal, or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from further removing, or otherwise damaging, such resources.

2. Unexploded Ordinances - Projects may be conducted on military installations. If, during the performance of work, the Contractor observes items that may be unexploded ordinances (UXO; including but not limited to bullets, shells, , weapons, projectiles, bombs, rockets, flares, grenades, vehicles, aircraft, etc.), such observations shall be reported immediately to the Project Manager. The Contractor shall cease all activities that may disturb these items and shall prevent its employees from further removing, or otherwise disturbing, such items.

XVI. RFP AWARD(S)

1. A Respondent shall not transfer or assign its response to a third party following submission of a proposal to the Commission.
2. The Commission will perform a review to determine whether the Respondent has been placed on:

- a. State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
- b. State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;

All Respondents whose name appears on these lists at the time of award shall be deemed non-responsible by the Commission for this solicitation.

3. The Commission anticipates the issuance of multiple awards as a result of this RFP. The Commission, at its sole discretion, shall make this determination. The Commission will announce the recommended award(s) in accordance with Posting of Proposal Tabulation section in the RFP above. Prior to issuance of any Purchase Orders, Contractors shall submit documentation reflecting any required insurance coverage. The FWC Solicitation Number (FWC 23/24-114) shall be included on the insurance documentation initially submitted to the Commission and for all subsequent updates to the insurance coverage throughout the term of the contract. Failure to provide evidence of any required insurance coverage will delay issuance of Purchase Orders and may be just cause for the termination of the award.
4. All selected contractors may be required to attend a mandatory meeting, at their own expense, after the notice of award for the RFP. The purpose of the meeting is to provide all awarded contractors with an overview of the policies and procedures, as well as to answer questions from contractors.

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EXHIBIT I

Example RFQ Scope of Work

(Hand Clearing with Herbicide Option)

Restoration of Ephemeral Wetland Habitat on (insert property name)

Fiscal Year 2023/2024

Project Objective

This Request for Quotes under RFP FWC 23/24-114 covers ephemeral wetland vegetation management, though hand removal and herbicide application, on ephemeral wetland sites located within (insert property name). Project will be awarded to the responsive **Contractor** with the lowest quote price for the entire project. The Florida Fish and Wildlife Conservation Commission (**Commission or FWC**) has identified the need to remove woody brush encroachment from within the selected seasonally dry wetlands for the purpose of enhancing valuable amphibian habitat, in particular for the (insert imperiled species).

Project Location

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

Access

- Transportation to and from the work sites will be the **Contractor's** responsibility and will require the use of 4-Wheel Drive vehicles.
- Vehicle and equipment access will be via designated roads ONLY. Any access to other roads may only occur with express permission from the FWC-assigned Project Manager. No off-road access is allowed.
- No heavy equipment will be allowed within the wetland basin as delineated by the Project Manager to avoid rutting. Tracked equipment may be used in the uplands to assist with debris removal/piling.
 - Heavy equipment will have a maximum of 120 horsepower and a maximum ground pressure of 6 psi.
 - Equipment must have a winch or similar device that is able to pull vegetation while the equipment is stationary.
 - Equipment operations must cease in the event of rutting or excessive ground disturbance, as determined by the Project Manager.
 - Equipment must not operate in areas of invasive exotic plants. Invasive exotic plants identified must be immediately reported to the Project Manager.
 - Any petroleum or other chemical leaks or spills must be dealt with by the **Contractor** immediately. The contaminant must be removed, and defective equipment must be repaired or removed immediately.

- **Contractor** will be responsible for security of any equipment (e.g. skid steer) left onsite overnight.
- See maps (Figures _____) for road locations.
- **Contractor** will be responsible for site security of work areas, such as closing and locking gates during and after work hours.
- Access to some work sites may be denied or limited for specified periods of time due to management or wildlife concerns. The Project Manager will coordinate with the **Contractor** to provide information on these issues as it becomes available.
- The FWC assigned Project Manager (or designee) reserves the right to determine order of site completion, taking into consideration efficiency, water levels, wildlife concerns, and other management activities.

Pre-Quote Location

The pre-quote meeting will be held on _____ at _____ (_____ **Time Zone**).

The pre-quote meeting location is:

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

Directions:

Project/Work Schedule

This is a Fall treatment project*. Due to the presence of the federally threatened frosted flatwoods salamander, all work will cease by **September 30, _____**, unless otherwise specified by the Project Manager.

*If treatment cannot be completed prior to October 1st, due to circumstances which are beyond the **Contractor's** control, access post-salamander breeding season **may** be granted in late Spring/early Summer (approximately May _____) to finish treatment. Return access can only be granted by the Project Manager and is **not guaranteed**. If access is not granted, partial payment will be granted for work completed.

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

Description of Project:

The project consists of 10 separate treatment sites. See maps in Figures _____ for more detail. The project boundary of each treatment site will be clearly flagged in advance of the start of treatment. Flagged vegetation along the boundary of the project area will be removed last to allow the **Contractor** to observe project

boundaries throughout the project. A shapefile/KMZ/KML file will also be provided to the **Contractor** prior to the start of treatment. The **Contractor** is to provide all equipment, herbicide, personnel, and supplies to perform selective thinning and brush material removal in an ecologically sensitive habitat (i.e. ephemeral wetlands). Brush material removal will be accomplished using hand tools and chainsaws, and followed by herbicide application via direct cut stump, hack and squirt, and/or foliar method.

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

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

Work Specifications:

- **Contractor** shall begin treatment as directed by the Project Manager and shall proceed in a systematic manner across contiguous areas to ensure 100% of target vegetation is treated.
 - Treatment will begin on the outside edge of each discrete pond and work towards the center.
 - Sites may be treated simultaneously, as long as each site has an assigned licensed crew supervisor.
 - Minimum kill rates for the post-treatment kill-rate survey:
 - 50% - titi, both species
 - 85% - all other targeted hardwood species
- **Contractor** will treat each target plant species by the methods described below and in accordance with herbicide label.
- **Contractor** will submit a treatment plan for approval prior to project start. The treatment plan must include herbicide name(s), all adjuvants (including dye), application rates for herbicides and adjuvants, NEPA and/or label maximums (gallons per acre and ounces per acre), required personal protective equipment, licensed applicator contact information/license number, and any special requirements. A treatment plan must be approved by the Project and **Commission** Contract Managers prior to project start.

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

- 1) Treatment 1, Cut Stump - All woody plants (except cypress) with a stem diameter of ½ inch up to a 3.5-inch diameter at breast height (DBH) will be cut. The cut surface will be brushed/daubed/wicked with either a triclopyr amine herbicide mixture, a glyphosate herbicide mixture, **or** with an imazapyr herbicide mixture, as stated in the approved treatment plan. Precision application is to ensure no dripping of herbicide onto surrounding herbaceous plants and grasses.

- a. All woody plants within the size range described above will be cut with hand or hand-held power tools such as hand saws, machetes, brush hooks, limb loppers, brush cutters, or chainsaws. This includes plants rooted on hummocks within the pond basin.
 - b. Species to be cut include all woody plants except cypress (*Taxodium spp.*).
 - c. Stumps will be cut to within 3 inches of ground or water level at the time of treatment.
 - d. The addition of a liquid dye will be required to aid in inspection of treatment area.
 - e. Herbicide will be applied to the cambium area (the wood next to the bark) of the stump; **DO NOT** over apply causing run-off.
 - f. Pine trees and St. Johns-wort falling within the specified size range will be cut as described above, but will not receive herbicide application.
 - g. All cut vegetation must be removed from the work area as delineated by survey marker flagging, to a distance of at least 30 feet and placed in multiple piles, separated by at least 20 feet.
 - h. Piles must be no larger than 6 feet high with a ground footprint of less than 15 feet x 15 feet.
 - i. Piles must be at least 10 feet away from mature/merchantable pine trees (≥ 8 in DBH).
 - j. Piles must be at least 100 feet away from all roads, unless otherwise specified by FWC assigned Project Manager (or designee).
 - k. Piles must be at least 200 feet away from all marked red-cockaded woodpecker nest trees, and 30 feet away from known threatened or endangered plant locations. FWC assigned Project Manager (or designee) will designate these areas.
 - l. **Rootstocks** - Stems that are alive and with a diameter of less than $\frac{1}{2}$ inch must be treated with herbicide, if they are part of an obvious rootstock containing stems with diameters equal to or greater than $\frac{1}{2}$ inch. This is to increase the likelihood of the rootstock dying.
- 2) Treatment 2, Hack and Squirt – All trees greater than 3.5-inch DBH and less than 10-inch DBH will be frilled/girdled using cutting tools. Herbicide (either imazapyr, glyphosate, or triclopyr amine herbicide mixture) will be applied to the cut area, using either a small spray bottle, syringe, or daub/wick tool for precision application. **DO NOT** over apply causing run-off.
- a. Species to be cut include all woody plants except cypress (*Taxodium spp.*).
 - b. Cuts must be made within 18 inches of the ground or within 6 inches of the water surface.
 - c. The addition of a liquid dye will be required to aid in inspection of treatment area.
 - d. Pine trees falling within the specified size range will be cut as described above, but will not receive herbicide application. Girdling shall consist of two parallel cuts with a chainsaw four inches apart that completely encircle the trunk of the tree. The cuts must be deep enough to go completely through the cambium layer. All bark located in between the cuts will be removed.
 - e. St. Johns-wort falling within the specified size range will be cut as described above in Treatment 1, and will not receive herbicide application.

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

Herbicide Mixing and Handling Procedures

- **Contractor** shall follow all label directions for applied herbicides. The label is the law.
- The on-site ground crew supervisor must be certified by the Florida Department of Agriculture and Consumer Services (FDACS) in Forestry or Natural Areas categories in order to use triclopyr amine and/or glyphosate. The use of imazapyr will also require the on-site ground crew supervisor to be certified by FDACS in the Aquatics category. The **Contractor** will provide copies of the licenses for the crew supervisor to the Contract and Project Managers prior to work beginning. If on-site ground crew supervisor changes during the project, copies of licenses will be sent prior to the new supervisor's start day.
- Mixing operations shall take place on-site near the treatment area, but must be no closer than 50 feet to the pond basin and ecotone. **Contractor** will not re-use herbicide containers to mix or disperse herbicide solution.
- Herbicide mixing/pouring operations, as well as chainsaw refueling, away from the road/truck must utilize a container for spill prevention/containment located within an upland/dry area.
- Any rinsing of herbicide containers will take place away from designated or sensitive areas. Rinse water may not be dumped on this property. All herbicide and adjuvant containers will be removed from the worksite and properly disposed of off-site according to the label.
- **Contractor** shall be responsible for recording the amount of herbicide and mixture applied to each area daily, using the Weekly Progress Report Form provided (Figure 1). **Contractor** shall fully complete a

Weekly Progress Report (WPR) for all time worked on site and shall submit the WPR to the Contract Manager (or designee) weekly. All WPRs must be submitted and approved before invoicing. WPRs must be submitted, by email, to the Contract Manager by the Wednesday following the completed work week, no exceptions.

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

Herbicide Safety

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

Other Considerations

- All equipment must arrive to the project sites fully operable, and clean and uncontaminated by pest plants.
- All equipment must be free of dirt, debris, and vegetative matter that can carry non-native invasive species. Equipment will be inspected by the designated FWC Project Manager (or designee) upon entering or re-entering the area. Equipment that does not pass inspection will not be allowed to work on the project until it is cleaned off-site and re-inspected.
- All fueling, lubrication, and cleaning of tools and equipment (e.g. chainsaws) will take place on a road at a minimum of 50 feet from the edge of standing or flowing water, with the exception of roadside ditches.
 - Equipment (e.g., chainsaws) and chemicals (herbicide) that are not being used must be removed from the wetland (including during water and lunch breaks). Gasoline and oil containers are not to enter the wetland at any time.
- All **Contractor** generated waste, including lunch/snack trash and water bottles, will be removed from the site and disposed of properly. This includes bio-degradable waste (ex. fruit cores/peels).

- Any damage to existing property (e.g., roads, culverts, low water crossings, ditches, fences, gates, signs, powerlines, powerpoles, merchantable timber, or natural resources) caused by the **Contractor** and not within the scope of the project shall be the responsibility of the **Contractor**.
- Wildlife: The **Contractor** and crews will likely encounter wildlife during work operation, including snakes. **Contractor** may NOT intentionally harm or kill any wildlife, including snakes. It is illegal to kill non-game wildlife on _____.

Mandatory Minimum Number of Workers: The **Contractor** will have a minimum of _____ workers on-site each day of work in order to complete the project in a timely fashion.

The **Commission** reserves the right to do all or part of the work outlined in this document and may terminate the project at any time for any reason. Prior to any vendor selection with this request for quotes, the **Commission** will determine what project sites, or portions thereof, can be completed based upon available funding. If an entire project area cannot be completed due to insufficient funds, the **Commission** reserves the right to remove areas or reduce acres within an area; however, this will be done in consultation with the Project Manager to ensure that the highest priority areas are treated, as funding allows. If the acres within an area are reduced, the **Contractor** who is selected for that area based upon their quote will have the opportunity to accept or decline the revised project area, without penalty. **Contractors** will not be allowed to alter their quotes as a result of a reduction in the acres to be treated.

Insurance

The **Contractor** must fulfill the Insurance requirements as stated in FWC RFP XX-XX.

Contacts

_____ (FWC)
Contract Manager
(insert address, phone, fax, email)

_____ (insert affiliation)
Project Manager
(insert address, phone, fax, email)

Stipulations:

The **Contractor** will be required to:

- Complete all work as set forth in the Project Scope of Work in full compliance with the terms of the Contract. The **Contractor** must comply with all requirements outlined in both the Project Scope of Work and FWC RFP XX-XX. This includes:

- Furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.
- Finish all aspects of the project by _____ (unless otherwise specified by the FWC assigned Project Manager) and submit invoice by _____.
- Partial payments will follow FWC RFP XX-XX. Only GPS mappable areas which have been 100% treated, as determined by the Project Manager, will be approved for partial payment invoicing. GPS mapping for acreage determination will be done by the Contract Manager and the Project Manager.

Table 1. Pond Locations and Acreages

Pond #	Acres	Latitude	Longitude

Price Sheet

Price quoted will be less any Federal or State sales or use taxes. The contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods, and/or equipment purchased incident to such service. Quoted price shall include all necessary items to complete the project. All items shall be quoted, or the quote will be rejected. The quote will be awarded to the responsive, responsible contractor that submits the lowest total price. Purchase order will be written with each site listed individually for purposes of payment. In order to submit a quote for consideration, contractor MUST attend the Mandatory Pre-Quote meeting at the (insert pre-quote location) and the site visit. Partial payments will be handled as per RFP 18/19-76.

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

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

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Figure 1. Herbicide Weekly Progress Report Form.

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

Figure 2. Restoration Area Map

Figure 3. Zoomed-In Restoration Sites

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EXHIBIT II
Example RFQ Scope of Work
(Heavy Mechanical with Herbicide Option)
Restoration of Ephemeral Wetland Habitat on (insert property name)
Fiscal Year 2023/2024

Project Objective

This Request for Quote under FWC RFP FWC 23/24-114 covers ephemeral wetland vegetation management, through heavy equipment, hand removal and herbicide application, on an ephemeral wetland site located within (insert property name). Project will be awarded to the responsive contractor with the lowest quote price for the entire project. The Florida Fish and Wildlife Conservation Commission (**Commission** or **FWC**) has identified the need to remove tree and woody brush encroachment from within the selected seasonally dry wetland for the purpose of enhancing valuable amphibian habitat, in particular for the (insert imperiled species).

Project Location

The project area is in (insert Florida county) on property owned and managed by the (insert land owner and land manager). The project consists of ____ project treatment sites totaling ____ acres. See maps (Figures ____) and GPS coordinates (Table ____) for wetland locations and sizes.

Access

- Access onto _____ will be coordinated through the Project Manager in order to obtain an authorization letter for daily access to and from the site for the duration of the project.
- Vehicular access will be via paved road _____ and via gravel or sandy road _____ to access the actual project area (See Figures ____).
- The **Contractor** will be responsible for site-security, such as closing and locking gates during and after work hours. Failure to do so could result in access being revoked.
- Access to the work site may be denied or limited for specified periods of time due to ____ schedule or other incompatible ____ activities.
- Transportation to and from the work sites will be the **Contractor's** responsibility.
- Heavy equipment will be required within the wetland basin, as delineated by the Project Manager. Exclusion areas will be flagged in advance so as to avoid rutting and trampling of sensitive plants (Figure ____); non-heavy equipment 4WD vehicles should only be driven on established gravel or sandy roads. Vehicle parking must not block roads or damage natural areas.
- See maps (Figures ____) for wetland location and access road(s).

Pre-Quote Location

The pre-quote meeting will be held on _____, at _____ (Eastern Standard Time).

The pre-quote meeting location will be on _____ property, at _____. GPS coordinates are (_____).

Note: The pre-quote meeting will include a site visit within _____. Attendees will be required to drive personal vehicles during project site visit. The project wetland may contain standing water. Be prepared with boots.

Directions:

From the East:

From the West:

Project/Work Schedule

This project is a habitat restoration to benefit wildlife, in particular the breeding/egg laying habitat of the federally imperiled _____. Due to the highly degraded nature of the project area, it is believed that this species is currently not utilizing the project area.

Commencement of work requires “dry” wetlands, as determined by the Project Manager. The “dry” period is typically fall (~October) and spring (~May), but may include other windows of opportunity.

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

Description of Project:

The project consists of ____ treatment sites on _____ (Figure ____). The project boundary will be clearly flagged in advance of the start of treatment, and a shapefile/kmz of the boundaries will be provided to the **Contractor**. The **Contractor** is to supply all transportation, equipment, fuel/chemicals, labor, and any additional supplies needed to perform selective thinning and tree/brush/duff material removal in an ecologically sensitive habitat (i.e., ephemeral wetland). Vegetation removal will be accomplished using heavy equipment in specific locations. Hand tools/chainsaws and followed by herbicide application via direct cut stump application will be used in specific circumstances, as described in the **Work Specifications** below. All material will be removed from wetland basin by hand and/or heavy equipment and transported by the **Contractor** to the designated disposal site located in the uplands adjacent to the treatment site (primary) or to the disposal area located elsewhere on _____ (secondary).

Each site must be inspected for 100% treatment by the Project Manager (or designee) to ensure work acceptance prior to the **Contractor** invoicing for completed work.

Work Specifications:

- **Contractor** shall begin treatment as directed by the Project Manager and shall proceed in a systematic manner across contiguous areas to ensure 100% of target vegetation and organic/duff material is treated and removed to the appropriate disposal location listed below.
 - **Minimum** kill rates for the six-month post-treatment kill-rate survey. These rates apply to herbicide application only:
 - 50% - titi, both species
 - 85% - all other targeted hardwood species
- **Contractor** will treat each target plant species by the methods described below and in accordance with herbicide label restrictions.
- **Contractor** will submit a treatment plan for approval prior to project start. The treatment plan must include herbicide name(s), all adjuvants (including dye), application rates for herbicides and adjuvants, label maximums (gallons per acre and ounces per acre), required personal protective equipment, licensed applicator contact information/license number, and any special requirements. A treatment plan must be approved by the Project and Contract Managers prior to project start.
- **DISPOSAL:** **Contractor** will be required to dispose of all debris (wood, duff, etc.) in the designated disposal sites located in the uplands adjacent to the project area (primary) or elsewhere on ____ (secondary) (Figure ____). The **Contractor** must provide all equipment necessary to prep (if necessary) the secondary disposal site and to transport debris to the secondary disposal site.
 - **Upland Disposal –**
 - Max pile dimensions – ____ ft (width) X ____ ft (length) X ____ ft (height)
 - Individual pile dimension will vary within each disposal location
 - Within the disposal areas, the piles must be a minimum of 10 ft away from mature pines.
 - The Project Manager determines what classifies as a mature pine tree.
 - Trees (pines and hardwoods) can be felled to facilitate access to the disposal areas. Trees to be felled must be approved for removal in advance by the Project Manager.
 - Disposal areas must be accessed by the low-mowed access path provided by ____.
 - A temporary debris staging area is not available on this project.

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

- 1) Treatment 1, Tree Removal - All trees (except flagged trees and exclusion trees listed in b. below), shrubs, palms/palmettos, and the duff/muck root mat associated with the trees will be removed from the project area using an excavator with a bucket with teeth and thumb (see below for equipment specifications).
 - a. All vegetation described above will be removed using an appropriate excavator. **The entire tree/plant is to be removed, including roots.** All duff/muck attached to the tree/plant roots is to also be removed from the project site with the tree/plant. No shaking of vegetation. Minimize sand removal through careful digging.

- i. Recommended excavator size will be a John Deere 160 model, or comparable. Use of any type of equipment larger than this will require approval of Project Manager.
 - b. Species to be removed include all woody plants **except**
 - i. cypress (*Taxodium* spp.) with a dbh over ____ inches
 - 1. Select “knees” may be removed, with permission from the Project Manager.
 - ii. pine (*Pinus* spp.) with dbh over ____ inches.
 - 1. All longleaf pines are excluded from treatment.
 - iii. “special” leave trees will be individually flagged.
 - iv. Excluded trees will have a protective buffer of ____ ft, in all directions, to protect the root systems.
 - c. Boundary/flagged trees are to be removed, if they meet the above criteria.
 - d. All vegetation must be removed from the work area, as delineated by survey marker flagging, to either the primary or secondary disposal areas.
 - e. Ground disturbance is to be minimal. **Contractor** can use undesirable vegetation as a temporary protective “mat” while working, as long as the “mat” is removed prior to project completion.
 - i. “Clean” construction mats may be permissible if the wetland starts to become saturated/inundated post project commencement. The Project Manager will determine how long and under what conditions the mats are acceptable. If the project are becomes completely inundated (standing water), the Project Manager reserves the right to stop work and remove all equipment from the wetland until the wetland dries down again.
 - f. Scattered woody vegetation with less than a 2-inch main stem diameter, left after large tree and duff removal, that cannot be removed without causing significant ground disturbance (as determined by the Project Manager), may be treated with the cut stump method (described below, #3).
 - g. Trees with a dbh exceeding 18 inches may need to be felled with a chainsaw prior to removal. This determination will be made by the Project Manager. Any tree felled with a chainsaw must be either treated as a cut stump, as described below (Treatment #3) or the stump removed. Preference will be for the stump to be removed unless the ground disturbance is deemed to be too severe by the Project Manager.
 - h. Herbaceous vegetation may be incidentally removed in this treatment process. Removal of ferns is permitted.
 - i. Dead Trees: Excluded unless deemed to be a safety hazard by the **Contractor** and Project Manager. “Hazard” trees are to be either removed or cut and removed (but not treated with herbicide) from the pond basin. Also may be removed for access to “target” trees.
- 2) Treatment 2, Duff/Muck Removal – all organic material/duff will be removed down to ____ inches or bare sand, whichever comes first within the project area using an excavator with a bucket with teeth and thumb (see below for equipment specifications).
- a. Recommended excavator size will be a John Deere 160 model, or comparable. Use of any type of equipment larger than this will require approval of Project Manager.

- b. No shaking of duff mat. Minimize sand removal through careful digging.
 - c. All duff/muck must be removed from the work area, as delineated by survey marker flagging, to either the primary or secondary disposal areas.
 - i. Ground disturbance is to be minimal. **Contractor** can use undesirable vegetation as a temporary protective “mat” while working, as long as the “mat” is removed prior to project completion. “Clean” construction mats may be permissible if the wetland starts to become saturated/inundated post project commencement. The Project Manager will determine how long and under what conditions the mats are acceptable. If the project area becomes completely inundated (standing water), the Project Manager reserves the right to stop work and remove all equipment from the wetland until the wetland dries down again.
 - d. Natural gradual grade along wetland edges is critically important to supporting ecotonal vegetation used as _____ breeding habitat, therefore the **Contractor** must achieve a “feathered” edge on duff/muck removal to leave that grade. This restoration of natural grade along the edges of the wetland basin will be determined through consult with the Project Manager.
 - e. Herbaceous vegetation may be incidentally removed in this treatment process. Removal of ferns is permitted.
- 3) Treatment 3, Cut Stump – Select woody plants, as described below, will be cut. The cut surface will be treated with either a triclopyr amine or imazapyr herbicide mixture (example: Garlon 3A & Polaris) using a paint/wicking/daubing applicator brush. The specified label rates are to be followed, ensuring no dripping of herbicide onto surrounding herbaceous plants.
- a. Woody plants selected for this treatment include:
 - i. the small woody vegetation described above in 1f.
 - ii. the stumps described above in 1g and allowed by Project Manager.
 - iii. woody vegetation with a main stem diameter over ½ inch, located on the same hummock as a “leave tree” or within a “leave tree’s” protective buffer.
 - b. All woody plants within the project area selected for this treatment will be cut with hand tools or hand-held power tools (examples: hand saws, machetes, brush hooks, limb loppers, brush cutters, or chainsaws). This includes plants rooted on hummocks within the wetland basin.
 - c. Pine trees falling within the specified size range will be cut as described above but will not receive herbicide application.
 - d. Stumps will be cut to ground level at the time of treatment.
 - e. Herbicide will be applied to the cambium area (the wood directly next to the inside of the bark) of the stump; **do not over apply causing run-off.**
 - f. Other aquatic labeled triclopyr herbicides may be permissible if requested in advance to the Project Manager.
 - g. All cut vegetation must be removed from the work area, as delineated by survey marker flagging, to either the primary or secondary disposal areas.
 - h. Dead Trees: Excluded unless deemed to be a safety hazard by the **Contractor** and Project Manager. “Hazard” trees are to be either removed or cut and removed (but not treated

with herbicide) from the pond basin. Also may be removed for access to “target” trees.

Herbicide Mixing and Handling Procedures

- Aquatic labeled triclopyr amine (example: Garlon 3A) and imazapyr are the only herbicides allowed for use on this project. Other aquatic labeled triclopyr herbicides may be considered upon request.
- The addition of an aquatic compatible liquid dye will be **required** to aid in inspection of the treatment area.
- Application of herbicide must be done using a **wicking/daubing/paint applicator only**.
- **Application of herbicide via sprayers is not permitted for this project.**
- **Contractor** shall follow all label directions for applying herbicides. The label is the law.
- The on-site ground crew supervisor must be certified by the Florida Department of Agriculture and Consumer Services (FDACS) in Forestry or Natural Areas categories in order to use triclopyr amine. The use of imazapyr will also require the on-site ground crew supervisor to be certified by FDACS in the Aquatics category. The **Contractor** will provide copies of the licenses for the crew supervisor to the Contract and Project Managers prior to work beginning. If on-site ground crew supervisor changes during the project, copies of licenses will be sent prior to the new supervisor’s start day. Mixing operations shall take place on-site near the treatment area, but no closer than 50 feet to the wetland basin and ecotone. **Contractor** will not re-use herbicide containers to mix or disperse herbicide solution.
- Any rinsing of herbicide containers will take place away from designated or sensitive areas. Rinse water may not be dumped on _____ property. All herbicide containers will be removed from the worksite and properly disposed of off-site according to the label.
- **Contractor** shall be responsible for recording the amount of herbicide and mixture applied to each area on a daily basis, using the Weekly Progress Report Form provided (Figure 1). **Contractor** shall fully complete a Weekly Progress Report (WPR) for all time worked on site and shall submit the WPR to the **Commission** Contract Manager and Project Manager weekly. All WPRs must be submitted and approved before invoicing. WPRs must be submitted, by email, to the **Commission** Contract Manager by the Wednesday following the completed work week, no exceptions.
- All herbicides shall be used with caution to prevent runoff onto non-target species, the ground, or water. **Contractor** shall be liable for unacceptable non-target damage to native plant species.
- No herbicides shall be permitted to be stored on the treatment unit overnight.
- **Contractor** must supply water for mixing.
- GPS tracks of each treatment area shall be recorded by **Contractor** and provided to the Project Manager and/or the **Commission** upon request.

Herbicide Safety

- **PERMITS AND RESPONSIBILITIES FOR THE WORK** – In addition to the responsibilities outlined in FWC RFP 18/19-76, the **Contractor**’s handlers and workers will meet all provisions of the U.S. Environmental Protection Agency (USEPA) *Worker Protection Standard* (WPS). The **Contractor** shall follow Worker Protection Standards (WPS) for workers’ safety. The

Contractor shall provide a decontamination site wherever the crew is working. This includes uncontaminated rinse water for first aid per manufacturer's herbicide label.

Other Considerations

- Any unnatural contours remaining in wetland basin (including historical plow lines) following removal of vegetation and duff by heavy equipment will be smoothed by **Contractor** to existing natural ground level upon project completion.
- All equipment must arrive at project sites fully operable, and clean and uncontaminated by pest plants.
 - All equipment must be free of dirt, debris, and vegetative matter that can carry non-native invasive species. Equipment will be inspected by the Project Manager (or designee) upon entering or re-entering the area. Equipment that does not pass inspection will not be allowed to work on the project until it is cleaned off-site and re-inspected.
- All fueling, lubrication, and cleaning of tools and equipment (e.g. chainsaws) will take place on a designated road at a minimum of 50 feet from the edge of standing or flowing water, with the exception of roadside ditches.
 - A temporary fuel storage tank is allowed onsite. Tank must be at least 50ft away from the wetland edge and must be associated with a spill containment system.
 - Overnight storage of the fuel tank at the _____ is permitted.
- All **Contractor** generated waste, including lunch/snack trash and water bottles, will be removed from the site and disposed of properly. This includes organic waste (e.g. fruit cores/peels).
- Wildlife: The **Contractor** and crews will likely encounter wildlife during work operation. **Contractor** may NOT intentionally harm or kill any wildlife on _____, including snakes.

Mandatory Minimum Number of Workers: The **Contractor** will have:

- A minimum of ___ workers on-site each day of work in order to complete the project in a timely fashion.
- Each worker must be at least 18 years of age.

Performance Bond

A Performance Bond shall be required from the Vendor by the **Commission** for this project. Prior to commencing any work, and within five (5) working days after issuance of a purchase order, the **Contractor** shall furnish a Performance Bond in the amount of 100 percent (100%) of the total contract price to ensure full and complete performance of the contract to the **Commission's** Contract Manager. The bond must state on its front page: the name, principal business address, and phone number of the **Contractor**, the Surety, the **Commission's** full name, the purchase order or contract number assigned to the project by the **Commission**, and a description of the property being improved

with a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received which must be within five (5) working days after issuance of a purchase order.

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

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

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

The **Commission** reserves the right to do all or part of the work outlined in this document and may terminate the project at any time for any reason. Prior to any vendor selection with this request for quotes, the **Commission** will determine what project sites, or portions thereof, can be completed based upon available funding. If an entire project area cannot be completed due to insufficient funds, the **Commission** reserves the right to remove areas or reduce acres within an area; however, this will be done in consultation with the **Project Manager** to ensure that the highest priority areas are treated, as funding allows. If the acres within an area are reduced, the **Contractor** who is selected for that area based upon their quote will have the opportunity to accept or decline the revised project area, without penalty. **Contractors** will not be allowed to alter their quotes as a result of a reduction in the acres to be treated.

Insurance

The **Contractor** must fulfill the Insurance requirements as stated in FWC RFP XX-XX.

Contacts

_____ (FWC)
Contract Manager
(insert address, phone, email)

_____ (insert affiliation)
Project Manager
(insert address, phone, email)

Stipulations:

The **Contractor** will be required to:

- Complete all work as set forth in the Project Scope of Work in full compliance with the terms of the Contract. The **Contractor** must comply with all requirements outline in both the Project Scope of Work and FWC RFP XX-XX. This includes:
 - Furnishing all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.
- Finish all aspects of the project and submit invoice by _____.

Table 1. Pond Locations and Acreages

Pond I.D.	Acreage	Location

Price Sheet

Price quoted will be less any Federal or State sales or use taxes. The contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay taxes on services, goods, and/or equipment purchased incident to such service. Quoted price shall include all necessary items to complete the project. All items shall be quoted, or the quote will be rejected. The quote will be awarded to the responsive, responsible contractor that submits the lowest total price. Purchase order will be written with each site listed individually for purposes of payment. In order to submit a quote for consideration, contractor **MUST** attend the Mandatory Pre-quote meeting and site visit at _____. Partial payments will be handled as per RFP XX-XX.

	Quote Price Per Acre	Total Quote Price
Quote Price for _____ (____ acres):	\$ _____	\$ _____
Quote Price for _____ (____ acres):	\$ _____	\$ _____
Quote Price for _____ (____ acres):	\$ _____	\$ _____
Total Quote Price (____ total acres):		\$ _____

Please indicate (1) the motorized equipment your company plans to bring into the project area to assist with woody debris extraction, and (2) the motorized equipment your company plans to bring to the project site to assist with woody debris disposal (including transportation to the secondary disposal location).

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

Figure 1. General location of project site.

Figure 2. Zoomed in view of restoration site and site access point.

Figure 3. Wetland restoration project area, site access, and upland disposal.

PAGE INTENTIONALLY LEFT BLANK – SAMPLE ONLY

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

EXHIBIT III

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

EXHIBIT IV

CERTIFICATE OF PARTIAL PAYMENT

Date: _____ Period Ending: _____ Payment #: _____

Contractor: _____ Contract PO#/BID#: _____

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

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

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

Adjusted Contract Sum: \$ _____

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

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

Contractor: _____

Date: _____

Notary

State of _____

County of _____

Personally appeared before me this _____ day of _____, 20____,

_____, known (or made known) to me to be the

(OWNER)

(PARTNER)

(CORPORATE OFFICER – GIVE TITLE)

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

☐ Personally known OR ☐ Produced

(Seal)

Notary Public

Type of Identification Produced:

Type Name: _____

My Commission Expires: _____, 20__

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

Signature: _____

Title: _____

Date: _____

EXHIBIT V

CERTIFICATE 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)

Notary Public

Type of Identification Produced:

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 A

FWC 23/24-114

FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION

PURCHASE ORDER TERMS & CONDITIONS

Last Updated: March 18, 2023

Section 1. PURCHASE ORDER.

A. Composition and Priority.

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

B. Initial Term.

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

Section 2. PERFORMANCE.

A. Performance Standards.

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

B. Performance Deficiency.

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

C. Contractor Responsibilities.

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

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

D. Assignment.

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

E. Damages to State Property.

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

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

F. Subcontractor Minority Status Report.

Contractor shall provide a **Subcontractor Minority Status Report (Attachment B)** to the Commission's Contract Manager, summarizing the participation of certified and non-certified woman-, veteran- and/or minority-owned business enterprise subcontractors/material suppliers for this Contract. The report shall be completed in its entirety and submitted with each invoice. The Contractor shall indicate "N/A" if the project does not utilize subcontractors. The [Office of Supplier Diversity](#) can assist in furnishing names of qualified woman-, veteran- and/or minority-owned business enterprises. Contact the Commission's Minority Coordinator at (850) 488-6551 with any questions.

G. Independent Contractor.

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

H. Commission Rights to Undertake or Award Supplemental Contracts.

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

Section 3. PAYMENT AND FEES.

A. Payment.

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

B. Invoicing.

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

C. Invoices, Continued.

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

- The invoice number
- The date of the invoice
- "Bill To" information, including address
- The vendor's name and payment remittance address
- The purchase order number
- The Contractor's Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
- Date(s) of service (beginning date – ending date)
- Invoices for commodities must provide a clear description of the item(s), number of units and cost per unit. Numerical code descriptions alone will not be accepted.
- Invoices for services must provide a clear description of the specific deliverables that must be provided and accepted prior to payment.
- Invoices for fixed unit rate agreements must show the number of units and cost per unit.
- Invoices for agreements paid out on a reimbursement basis or a fixed rate for a specific time period (e.g., quarterly, monthly, etc.) must identify the deliverables provided.

D. Payment Timeframe.

Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve goods and services, unless applicable solicitation specifications or this Purchase Order specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved a separate interest penalty as described in Section 215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar (\$1.00) will not be paid unless the

Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516, or by calling the Department of Financial Services Consumer Hotline at 1-800-342-2762.

E. MyFloridaMarketPlace Fees.

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

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

F. Annual Appropriation.

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

G. Travel.

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

H. Automated Clearing House (ACH)

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

I. Electronic Funds Transfer (EFT)

The Contractor agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Purchase Order. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at <https://www.myfloridacfo.com/Division/AA/Vendors>. Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

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

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

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

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

L. Florida Emergency Supplier Network (FESN).

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

This information will be organized and furnished to buyers at State and County Emergency Operations Centers, and suppliers will be recognized with a certificate identifying their business as a member of the Florida Emergency Supplier Network. FESN applications and contracts may be obtained at:

https://www.dms.myflorida.com/business_operations/state_purchasing/florida_emergency_networks/

Section 4. LIABILITY.**A. Reasonably Associated Insurance.**

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

B. Workers Compensation.

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

C. General Liability Insurance.

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

D. Insurance Required for Performance.

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

E. Written Verification of Insurance.

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

F. Commission Not Responsible for Insurance Deductible.

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

G. Indemnification, Generally.

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

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

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

Section 5. COMPLIANCE WITH FLORIDA LAWS.

A. Familiarity and Compliance with Laws, Generally.

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

B. Non-Discrimination in Performance.

No person, on the grounds of race, color, religion, gender, pregnancy, national origin, age, handicap, or marital status, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Purchase Order.

C. Discriminatory Vendor List.

In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the Department of Management Services' discriminatory vendor list may not submit a 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. The Contractor has a continuing duty to disclose to the Commission, in writing, whether the Contractor or any of its affiliates appear on the discriminatory vendor list.

D. Convicted Vendor List.

The Contractor hereby certifies that neither it, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in Section 287.133, F.S., nor placed on the convicted vendor list. Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the Department of Management Services' (DMS) convicted vendor list following a conviction for a Public Entity Crime may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Contractor shall have a continuing obligation to disclose, to the Commission, in writing, if the Contractor or any of its affiliates are on the convicted vendors list maintained by DMS pursuant to Subsection 287.133(3)(d), F.S. The Contractor must notify DMS and the Commission, in writing, within thirty (30) days after conviction of a Public Entity Crime applicable to the Contractor or an affiliate of the Contractor as defined in Section 287.133, F.S.

E. Scrutinized Companies List.

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

F. Lobbying.

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

G. Gratuities.

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

H. Public Records.

- i. All records in conjunction with this Purchase Order shall be public records and shall be treated in the same manner as other public records are under Chapter 119, F.S.
- ii. This Purchase Order may be unilaterally canceled by the Commission for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Contractor in conjunction with this Purchase Order, unless exemption for such records is allowable under Florida law.
- iii. If the Contractor meets the definition of "Contractor" in Subsection 119.0701(1)(a), F.S., the Contractor agrees to do the following as required under Florida law:
 - a. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399.**
 - b. Keep and maintain public records required by the Commission to perform the service.
 - c. Upon request from the Commission's custodian of public records, provide the Commission with a copy of the requested records or allow the records to be inspected or copied within

a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

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

I. Publishing and Confidentiality.

The Contractor agrees that it shall not publish, disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Purchase Order, or any particulars thereof, during the period of the Purchase Order, without first notifying the Commission's Contract Manager or the Commission's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Purchase Order and shall comply with all state and federal laws, including, but not limited to Sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Commission's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

J. Intellectual Property.

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

Commission shall be handled in the manner specified by applicable Florida State Statute and/or Federal program.

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

K. Real Property.

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

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

L. Non-Expendable Property.

For the requirements of this section of the Purchase Order, “non-expendable property” is the same as “property” as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of \$5,000.00 or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are circulated to students or the general public, with a value or cost of \$25.00 or more; and uncirculated hardback-covered bound books, with a value or cost of \$250.00 or more).

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

M. Cooperation with Inspector General.

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

N. Employment Eligibility Verification.

- i. **Requirement to Use E-Verify.** Section 448.095(2), F.S. requires the Contractor to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Purchase Order term; and 2.) include in all subcontracts under this Purchase Order, the requirement that subcontractors performing work or providing services pursuant to this Purchase Order utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.
- ii. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. The Department of Homeland Security's E-Verify system can be found online at <https://www.e-verify.gov>.
- iii. **Enrollment in E-Verify.** As a condition precedent to entering a Purchase Order with the Commission, Contractors and Subcontractors shall register with and use the E-Verify system. Failure to do so shall result in the Purchase Order not being issued, or if discovered after issuance, termination of the Purchase Order.
- iv. **E-Verify Recordkeeping.** The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- v. **Employment Eligibility Verification & Compliance.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Purchase Order and the Commission may treat a failure to comply as a material breach of the agreement. If the Commission terminates the Purchase Order pursuant to Section 448.095(2)(c), F.S., the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated and the Contractor is liable for any additional costs incurred by The Commission as a result of the termination of this Purchase Order.

O. RESPECT.

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

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

STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

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

P. PRIDE.

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

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

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

Q. Recycled Products.

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

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

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

S. Eligibility and Licensure.

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

equipment or personal property for use by the Contractor to perform services under this Purchase Order.

Section 6. COMPLIANCE WITH FEDERAL LAWS.

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

A. Clean Air Act and Water Pollution Control Act.

All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. §§ 7401-7671), and the Water Pollution Control Act (33 U.S.C. §§ 1251-1387, as amended).

B. Lacey Act, 16 U.S.C. §§ 3371-3378.

This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.

C. Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. §§ 1801-1884.

This Act governs marine fisheries in Federal waters.

D. Migratory Bird Treaty Act, 16 U.S.C. §§ 703-712.

The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

E. Endangered Species Act, 16 U.S.C. § 1531, et seq.

The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a “taking” of any listed species of endangered fish or wildlife. Also, generally prohibited are the import, export, interstate, and foreign commerce of listed species.

Section 7. FEDERAL FUNDS.

If this Purchase Order relies on federal funds, the following terms and conditions 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 Purchase Order 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 Part 60-1.4). 41 CFR Part 60-1.4 is hereby incorporated by reference.

C. Davis-Bacon Act.

Unless exempt, the Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5 is 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. Davis-Bacon Act does not apply if federal funding is solely provided by the American Rescue Plan Act (ARPA).

D. Copeland “Anti-Kickback Act”.

- i. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Purchase Order.
- ii. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.
- iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the Purchase Order, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

E. Contract Work Hours and Safety Standards Act.

29 CFR 5.5(b) Contract Work Hours and Safety Standards Act is hereby incorporated by reference.

F. Rights to Inventions.

If this Purchase Order is supported by federal funds and meets the definition of “funding agreement” under 37 CFR Part 401.2(a) then the Contractor must comply with all requirements of 37 CFR Part 401.

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) applies.

H. Debarment and Suspension Contractor Federal Certification.

- i. This Purchase Order is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by the Contractor. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the Contractor, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any

contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

I. Byrd Anti-Lobbying Amendment.

Contractors awarded \$100,000 or more in Federal funds shall file the required certification (**Attachment Q**). Contractors shall file the required certification with the Commission's Contract Manager five (5) business days after Purchase Order issuance. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC Part 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor who in turn will forward the certification(s) to the Commission.

J. Procurement of Recovered Materials.

- i. In the performance of this Purchase Order, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Domestic Preference for Procurements.

- i. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all contracts for work or products under this contract.
- ii. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as

polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

L. Compliance with Office of Management and Budget Circulars.

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

M. 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.

N. American Rescue Plan Act (ARPA) of 2021.

If this Purchase Order relies on ARPA federal funds, then the following shall apply:

- i. Contractors shall provide their Unique Entity Identifier (UEI) and any other financial information requested in the sam.gov financial registration process to the Commission prior to Purchase Order issuance.
- ii. Public Law 117-2, American Rescue Plan Act of 2021, Title XI-Committee of Finance Subtitle M; Section 9901.
- iii. Coronavirus State Fiscal Recovery Fund (SFRF) (31 CFR Part 35).
- iv. Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).
- v. US Department of Treasury, Compliance and Reporting Guidance State and Local Recovery Funds, as amended.

O. Build America, Buy America (BABA) provision of the Infrastructure Investment and Jobs Act (IIJA) of 2021. (117 P.L. 58).

If federal funds are awarded to be used in this Purchase Order for any project involving construction, alteration, maintenance, or repair of infrastructure in the United States, and if the project involves infrastructure as defined by §70912(5) of BABA, which includes, but is not limited to roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; then:

- i. All iron and steel, manufactured products, and construction materials used in the project must be produced in the United States.
- ii. The BABA provision applies to all articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project for federal awards on or after May 14, 2022.
- iii. All subcontractors, successors, or assignees to this Purchase Order will be held to the same requirements as the original Parties to this Purchase Order.
- iv. The BABA provision does not apply to tools, equipment, and supplies brought to the construction site and removed at or before completion of the infrastructure project. Nor does

the BABA provision apply to equipment and furnishings used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Section 8. SUBCONTRACTS.

A. Subcontractors and Liability.

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

B. Subcontractors as Independent Contractors.

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

C. Contractor Payments to Subcontractor.

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

Section 9. TERMINATION AND OTHER REMEDIES.

A. Financial Consequences.

The Scope of Work contains clearly defined deliverables. In accordance with Section 287.058(1)(h), F.S., if Contractor fails to produce each deliverable within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be reduced by ten percent (10%) from Contractor's payment, unless otherwise modified by the Scope of Work.

The Commission may apply any of the financial consequences listed below or as identified in the Scope of Work.

- i. Temporarily withhold payments pending correction of the deficiency by the Contractor.

- ii. Reduction of payment if correction of deficiency is not made by the Contractor.
- iii. Disallow all or part of the cost of the activity or action not in compliance.
- iv. Wholly or partly suspend or terminate this agreement.
- v. Withhold future awards for the FWC projects.
- vi. Take other remedies that may be legally available.

B. Commission Unilateral Termination.

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

C. Termination – Fraud or Willful Misconduct.

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

D. Termination – Funds Unavailability.

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

E. Prohibition of Unauthorized Aliens.

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

F. Termination – Other.

The Commission may terminate this Purchase Order if the Contractor fails to: 1.) comply with all terms and conditions of this Purchase Order; 2.) produce each deliverable within the time specified by the Purchase Order or extension; 3.) maintain adequate progress, thus endangering the performance of the Purchase Order; or, 4.) abide by any statutory, regulatory, or licensing requirement. The Commission shall give written notice to the Contractor of its intent to terminate the Purchase Order for cause. In the notice, the Commission shall provide an opportunity for the Contractor to correct the deficiency or provide a corrective action plan to correct the deficiency for the Commission, in its sole determination, to approve or disapprove. If no corrective action plan is submitted and approved, the Contractor shall cure the deficiencies cited by the Commission in its notice within fifteen (15) calendar days of receipt of such notice. If the Contractor does not cure the deficiencies to the Commission's satisfaction within the fifteen (15) calendar days, or within the time prescribed in an approved corrective action plan if one was provided, the Purchase Order will be terminated for cause. At that

time, the Commission will send a second notice to the Contractor noting that this Purchase Order is being terminated for cause upon receipt of the notice and documenting the reasons this Purchase Order is being terminated. The Commission reserves the right in its sole discretion, to determine if the Contractor's deficiencies are legally excusable, or to extend the time to cure the deficiencies in writing. The Contractor's damages for termination for cause shall be limited to the cost of work actually performed and approved by the Commission. Section 287.1351, F.S., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Purchase Order. Contractor shall not be entitled to recover any cancellation charges or lost profits.

G. Contractor Discontinuation of Activities Upon Termination Notice.

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

Section 10. RECORD-KEEPING REQUIREMENTS.

A. Contractor Responsibilities for Record-Keeping.

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

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

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

C. Contractor Records Retention.

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

D. Contractor Responsibility to Include Records Requirements – Subcontractors.

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

E. Compliance with Federal Funding Accountability and Transparency.

Any federal funds awarded under this Purchase Order must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result

is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: <https://usaspending.gov>. Grant recipients awarded a new Federal grant greater than or equal to \$25,000.00 are subject to the FFATA. The Contractor agrees to provide the information necessary, over the life of this Purchase Order, for the Commission to comply with this requirement.

Section 11. MISCELLANEOUS.

A. Mediation.

In the event of any claim or dispute arising by or between the Commission and the Contractor, each party shall continue to perform as required under the Purchase Order, notwithstanding the existence of such claim or dispute, it being acknowledged that time is of the essence. This provision includes, but is not limited to, the obligation to continue to perform under the Purchase Order notwithstanding disputes as to amounts due for payment hereunder.

Except for any claim, dispute, or matter in question that has been waived by the acceptance of final payment, or that is otherwise barred by the applicable statute of limitations or other provision of law, any claim, dispute, or other matter in question arising out of, or relating to the Purchase Order or the breach thereof, shall be first submitted to non-binding mediation by a single mediator in Tallahassee, Florida

The party making a claim or dispute shall notify the other in writing of its claim or dispute within ten working days of the event giving rise to the claim or dispute.

- i. Such notice shall give the other party ten working days from receipt of the notice to respond in writing.
- ii. If the party initiating such notice is not satisfied with the response, then it shall invoke this clause initiating non-binding mediation by sending a demand for mediation in writing to the other party within seven (7) days.
- iii. The parties have two weeks after notice to agree in writing upon a mediator.
- iv. If the parties cannot agree upon a Florida Supreme Court certified mediator, then the parties shall request the Chief Judge of the Second Judicial Circuit in Leon County, Florida, to appoint a Florida Supreme Court certified mediator.
 - a. The mediator's fees shall be born equally by the parties involved in the mediation and shall pay all of its own attorneys' fees and expenses related to the mediation unless otherwise agreed.
 - b. Unless otherwise agreed by the parties in writing, such mediation shall take place within forty-five (45) days of the appointment of or agreement to the mediator if the mediator's schedule so allows.
 - c. The terms of this Purchase Order and any dispute relating thereto will be governed by the laws of the State of Florida, any litigation will be brought in the state or federal court in and for Tallahassee, Florida, and you agree to submit to the exclusive jurisdiction of the state and federal courts located in and for the Leon County, State of Florida.

- d. All parties agree to negotiate in good faith in an effort to settle any dispute. All parties shall have a representative present at mediation with the authority to settle the case.
- v. Any resolution achieved at mediation shall be set forth in a written settlement agreement.
- vi. The Contractor shall require all the dispute resolution provisions and requirements set out in this Article in each contract it makes with any Subcontractor, material supplier, equipment supplier, or fabricator.
- vii. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations, or otherwise.

Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its performance of this Purchase Order during any claim, dispute, or mediation.

If any matter sought to be mediated by the Commission or the Contractor involves a claim or other matter by or against any Subcontractor, any Separate Contractor, or any other third party, or any such entity is reasonably necessary to be joined in the mediation to permit a full and complete disposition of the dispute submitted hereunder, then the Subcontractor, Separate Contractor or third party shall be joined by personal service of the notice demanding mediation.

Such termination of the mediation shall not preclude any party from commencing any judicial proceeding in a court of competent jurisdiction in Leon County, Florida, providing the claims sought to be decided are not otherwise barred.

Any demand for mediation and any answer to such demand must contain a written statement of each claim alleged and the dollar amount in controversy sought in each claim. Should mediation fail to resolve the claim submitted, the parties may then proceed to seek applicable remedies at law.

The agreement to mediate set forth in this Section shall apply to, and become part of, any Subcontract, any contract into which these conditions are incorporated by reference or otherwise, and the parties to such contract shall mediate all disputes arising out of, or in any way relating to, that contract or the Project in accordance with the provisions of this Section.

B. Governing Law, Severability and Venue.

This Purchase Order has been delivered in the State of Florida. Florida law governs this Purchase Order, all agreements arising under or out of this Purchase Order, and any legal action or other proceeding of any kind designed to resolve a dispute that arises out of or relates to this Purchase Order. Wherever possible, each provision of this Purchase Order shall be interpreted in such manner as to be effective and valid under applicable law. If a court or other tribunal finds any provision of this Purchase Order unenforceable as written, the unenforceable provision(s) shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision and the remaining provisions of this Purchase Order. The parties have selected the Second Judicial Circuit in Leon County, Florida, as the mandatory and exclusive forum for resolving any dispute, in law or equity, that arises out of or relates to the parties' transactions. By accepting this Purchase Order, Contractor affirms that Contractor considers the Second Judicial Circuit to be a fair and convenient forum for any legal action or other proceeding of any kind designed to resolve such a dispute. Contractor will not initiate in any other forum a legal action or other proceeding to which this provision applies.

C. Jury Trial Waiver.

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

D. Waiver of Rights.

The delay or failure by the Commission to exercise or enforce any of its other rights under the Purchase Order shall not constitute waiver of such rights.

E. Modification.

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

F. Time is of the Essence.

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

G. Commodities Logistics

The following provisions shall apply to all Purchase Orders unless otherwise indicated in the contract documents:

- a. All purchases are F.O.B. destination, transportation charges prepaid.
- b. Each shipment must be shipped to the address indicated on the face of the Purchase Order and marked to the attention of the individual identified, if any. Each shipment must be labeled plainly with the Purchase Order number and must show the gross, tare, and net weight. A complete packing list must accompany each shipment. This paragraph shall also apply to any third party who ships items on behalf of the Contractor.
- c. No extra charges shall be applied for boxing, crating, packing, or insurance.
- d. The following delivery schedule shall apply: 8:00 AM–4:00 PM, Monday through Friday, excluding legal holidays.
- e. If delivery to the specified destination cannot be made on or before the specified date, notify the Agency immediately using the contact information provided in the MyFloridaMarketPlace system.
- f. The Agency assumes no liability for commodities shipped to any address other than the specified location(s) provided on the Purchase Order.

- g. Items received in excess of quantities specified may, at Agency's option, be returned at the Contractor's expense. Substitutions are not permitted.

H. Entire Agreement.

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

I. Force Majeure

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

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

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

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

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

J. Other Miscellaneous Provisions.

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

K. Reporting Requirements for Executive Order 20-44.

If this Purchase Order is a sole-source, public-private agreement or if the Contractor, through this Purchase Order with the State, annually receives 50% or more of their budget from the State or from a combination of State and Federal funds, the Contractor shall provide an annual report (Executive Order 20-44 Attestation Form, **Attachment R**), including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout.

The Contractor must also inform the Commission's Contract Manager of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Contractor.

L. Media Requests.

Contractors shall refer all requests by the media or public relations personnel to the Commission's Contract Manager. Contractors must submit a written request for permission before consulting with the media and, if approved, the Commission may provide consultation and talking points. In relation to this Purchase Order, Contractors will not issue news releases, post social media content, respond to questions, nor will Contractors make statements on behalf of the Commission or its partners without prior direction and the Commission's written approval. Production and filming requests related to this Purchase Order shall be processed through the Commission only.

M. Use of Small Unmanned Aircraft Systems

Unless superseded or otherwise further described in the Scope of Work, if the Contractor intends to use a small Unmanned Aircraft System (sUAS) at any time throughout the duration of the Purchase Order, the Contractor shall request approval from the Commission in writing prior to use. Upon request by the Commission, the Contractor shall provide all required documentation, such as license or certification, flight plans, and registrations. The Commission will notify the Contractor in writing of the approval or rejection of the request. If approved, the Contractor will be provided with the Commission's policies, and is responsible and liable for adhering to any and all rules and regulations, including the Commissions policies, applicable to operating the sUAS.

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ATTACHMENT B

FWC 23/24-114

SUBCONTRACTOR MINORITY STATUS REPORT

Date:

Contractor Company Name, Street Address, City & Zip Code:

Contract Amount: \$

FEIN:

FWC Solicitation Number: FWC 23/24-114

FWC Project Title: Ephemeral Wetland Vegetation & Organic Sediments Management

Invoice Number:

The Contractor shall indicate “N/A” if the project does not utilize subcontractors.

Primary Contractor Name	Primary Contractor CBE Code	Primary Contractor Invoice #	Primary Contractor Payment Amount	Subcontractor Name	Subcontractor FEIN #	² CBE Code	Description of Service	Subcontractor Payment Amount
			\$					\$
			\$					\$
			\$					\$
Total of Subcontractor Payment(s)								\$

¹OSD Certification Status: Check certification status using the OSD Certified Businesses Directory at: <https://osd.dms.myflorida.com/directories> or MyFloridaMarketPlace (MFMP) Vendor Information Portal at: <https://vendor.myfloridamarketplace.com>

²**CBE Codes:** **A** - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

The State of Florida’s Office of Supplier Diversity (OSD) certifies woman-, veteran-, and minority-owned businesses for free. If a subcontractor is a woman-, veteran-, or minority-owned business that is not certified by the State of Florida, refer them to OSD to learn more about the benefits of this free certification: www.dms.myflorida.com/osd or 850-487-0915.

INCLUDE THIS FORM WITH EACH INVOICE FOR PAYMENT

ATTACHMENT C

FWC 23/24-114

LIST OF SUBCONTRACTORS
INCLUDE WITH RESPONSE SUBMISSION

The Respondent shall provide the information listed below for each subcontractor who will be utilized to perform the services as described in the Scope of Work. Failure to supply sufficient information for verification of the subcontractor(s) may deem the response as non-responsive. Indicate “N/A” if not applicable.

SUBCONTRACT TYPE	BUSINESS NAME, ADDRESS AND PHONE NUMBER OF SUBCONTRACTOR	FL DIVISION OF CORPORATIONS REGISTRATION	FEIN	MINORITY BUSINESS (CBE)

²CBE Codes: **A** - Non-Minority | **H** - African-American, Certified | **I** - Hispanic, Certified | **J** - Asian-American business, Certified | **K** - Native American, Certified | **M** - Women-Owned, Certified | **N** - African-American, Non-Certified | **O** - Hispanic, Non-Certified | **P** - Asian-American, Non-Certified | **Q** - Native American, Non-Certified | **R** - Woman-Owned, Non-Certified | **W** - Service-Disabled Veteran Business Enterprise, Certified

Signature: _____ Date: _____

Print Name: _____ Respondent CBE Code: _____

ATTACHMENT D

FWC 23/24-114

REFERENCES

On the following pages, the Respondent must provide the required information for a minimum of three (3) separate and verifiable clients **for projects similar to the work type that the response is for**. If submitting responses for both work types, Respondents must include a Reference Form in each response containing relevant references for that particular work type. “

- Information on each client must be provided on this Attachment. Any information not submitted on this attachment shall not be considered.
- Do not list projects completed for the Commission.
- Do not list the same client for more than one (1) reference.
 - **Example:** A Respondent has completed one (1) project for Landscape Shop in Tallahassee and one (1) project for Landscape Shop in Jacksonville. Only one (1) 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, 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 three (3).

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

Respondent's Previous Operating Names:

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (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:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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:

[illegible]

ATTACHMENT E

FWC 23/24-114

EXPERIENCE FORM

HAND CLEARING WITH HERBICIDE OPTION

For the purpose of this Form, experience on public or non-profit conservation lands will be considered as appropriate experience; however, lawn care, golf course maintenance, or road and powerline rights-of-way work will not be accepted. List up to 10 relevant projects completed during the past 7 years.

	List the name of each conservation land (e.g., “Jonathan Dickinson State Park”) where vegetation management work was completed in the past 7 years, excluding area repeats	List up to 3 Species/Treatment Method (e.g., titi/foliar, holly/cut stump)	Acres Traversed and Treated
1			
2			
3			
4			
5			

6			
7			
8			
9			
10			

This section to be completed by Evaluators

Scoring: Total Maximum Points Available (3 per Experience List): 30. Score: _____

Contractor Name

Authorized Signature

ATTACHMENT F

FWC 23/24-114

EXPERIENCE FORM

HEAVY MECHANICAL WITH HERBICIDE OPTION

For the purpose of this Form, experience on public or non-profit conservation lands will be considered as preferred experience; however, experience in wetlands on other land types (private, non-conservation) can also be listed, include appropriate relevancy. List up to 10 relevant projects completed during the past 7 years.

	List the name of each land (e.g., "Jonathan Dickinson State Park", City of Tallahassee) where vegetation management work was completed in the past 7 years, excluding area repeats	List up to 3 Species/Treatment Method (e.g., willow/tree removal, wet flatwoods/mowed)	Acres Traversed and Treated
1			
2			
3			
4			

5			
6			
7			
8			
9			
10			

This section to be completed by Evaluators

Scoring: Total Maximum Points Available (3 per Experience List): 30. Score: _____

Contractor Name

Authorized Signature

ATTACHMENT G

FWC 23/24-114

TECHANICAL RESPONSE TABLE

FOR HAND CLEARING WITH HERBICIDE OPTION

The Respondent shall provide narrative to explain the knowledge and ability to provide services as described in the RFP, at a minimum, in response to items in the table below. Respondent's answers should be very specific and thorough. Describe how the requirement is met including whether or not a subcontractor or rental equipment was/is used. If your response will not fit in the Response box provided, please write your answer on a numbered Vendor Response Page and write the page number in the column provided.

#	Topic	Response	Page #	Score (For evaluators only)
<u>Section 1. - Ephemeral Wetland Vegetation and Associated Organic Sediment Management Expertise</u>				
1.1	Knowledge of and three (3) years of focused/continuous experience in field identification of plants common to Florida.			
1.2	Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas and Aquatics categories.			
1.3	Knowledge and three (3) years of focused/continuous experience with herbicide use in accordance with the label.			

1.4	Knowledge and three (3) years of experience in ephemeral wetland vegetation and associated organic sediment management.			
1.5	Sound academic knowledge of ecological principles as they relate to vegetation and organic sediment management.			
1.6	Knowledge of resource management methods, biological processes and vegetation control techniques.			
1.7	Knowledge and experience in identifying and working around threatened and endangered plants. How company handles vegetation management in sensitive areas.			
1.8	Experience working on land owned and managed by the federal government.			

Section 2. - Field Operations

2.1	Ability to systematically traverse, by foot or machine, through challenging terrain using navigation techniques such as GPS and aerial maps.			
2.2	Ability to provide working communications to all field staff.			
2.3	Ability to work under adverse physical and weather conditions, including high humidity and temperatures; wet conditions; exposure to poisonous plants, stinging insects and dangerous reptiles.			
2.4	Ability to operate and conduct field maintenance of vehicles, spray and mechanical removal equipment.			
2.5	Ability to dispose of all herbicide and adjuvant containers.			

Section 3. - Ability to Complete Assigned Projects

3.1	<p>Years in business.</p> <p>Has your company ever received enough penalty points under an FWC contract to be suspended for a year? Has your company ever been terminated from an FWC contract? If so, please explain.</p>			
3.2	<p>Capability to increase crew size/number when working under tight timeframes or awarded multiple projects.</p>			
3.3	<p>What is your approach to treating 100% of a unit?</p> <p>What is your approach to achieving 85+% control for all species other than titi (titi control must be 50+%) whenever herbicide is required?</p>			
3.4	<p>What is your approach if 100% treatment has not been met?</p> <p>What is your approach if the 85+% control for all species other than titi (titi control must be 50+%) is required (due to herbicide use) but not met?</p>			

ATTACHMENT H

FWC 23/24-114

TECHNICAL RESPONSE TABLE

FOR HEAVY MECHANICAL WITH HERBICIDE OPTION

The Respondent shall provide narrative to explain the knowledge and ability to provide services as described in the RFP, at a minimum, in response to items in the table below. Respondent's answers should be very specific and thorough. Describe how the requirement is met including whether or not a subcontractor or rental equipment was/is used. If your response will not fit in the Response box provided, please write your answer on a numbered Vendor Response Page and write the page number in the column provided.

#	Topic	Response	Page #	Score (For evaluators only)
Section 1. - Ephemeral Wetland Vegetation and Associated Organic Sediment Management Expertise				
1.1	Knowledge and three (3) years of substantial experience with heavy equipment operation.			
1.2	Knowledge and experience in using any of the listed control techniques utilizing heavy equipment on projects located on Florida Public Conservation Lands OR within wetlands on other land types.			
1.3	Knowledge of resource management methods, and vegetation control techniques involving heavy equipment.			

1.4	Knowledge and experience in identifying and working around protected and imperiled wildlife and/or plants. How a company handles vegetation management in sensitive areas.			
1.5	Experience working on land owned and managed by the federal government.			
1.6	<p>Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas and Aquatics categories.</p> <p>OR</p> <p>Can demonstrate an established relationship with a subcontractor meeting this qualification.</p>			

1.7	<p>Knowledge and experience with herbicide use in accordance with the label. List number of years. 3 or more years is preferred.</p> <p>OR</p> <p>Can demonstrate an established relationship with a subcontractor meeting this qualification.</p>			
Section 2. - Field Operations				
2.1	Ability to use navigation techniques such as GPS and aerial maps to define project boundaries, access routes, sensitive areas, exclusion areas, etc.			
2.2	Ability to provide working communications to all field staff.			
2.3	Ability to work under adverse physical and weather conditions, including high humidity and temperatures; wet conditions; exposure to poisonous plants, stinging insects and dangerous reptiles.			
2.4	Ability to operate and conduct field maintenance of vehicles, spray and mechanical removal equipment.			

2.5	Ability to quickly mobilize equipment to take advantage of limited work window opportunities.			
Section 3. - Ability to Complete Assigned Projects				
3.1	<p>Years in business.</p> <p>Has your company ever received enough penalty points under an FWC contract to be suspended for a year? Has your company ever been terminated from an FWC contract? If so, please explain.</p>			
3.2	Capability to increase crew size/number when working under tight timeframes or awarded multiple projects.			
3.3	<p>What is your approach to treating 100% of a unit?</p> <p>What is your approach to achieving 85+% control for all species other than titi (titi control must be 50+%) whenever herbicide is required?</p>			

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3.4	<p>What is your approach if 100% treatment has not been met?</p> <p>What is your approach if the 85+% control for all species other than titi (titi control must be 50+%) is required (due to herbicide use) but not met?</p>			
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ATTACHMENT I

FWC 23/24-114

SCENARIOS FOR HAND CLEARING WITH HERBICIDE OPTION

HAND CLEARING PROJECT SCENARIO #1

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

Responses submitted for Hand Clearing with Herbicide Option shall include Treatment Plans for both Hand Clearing Project Scenarios #1 and #2.

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

Project Description

Tranquility Creek Wildlife Management Area (TCWMA) is home to the only known location for the imperiled mottled bat and iridescent blue bog lily.

This project involves the restoration, through vegetation management, of a 30-acre site located along both sides of Tranquility Creek. Decades of fire suppression has resulted in a severe invasion of hardwoods, including titi (*Cyrilla racemiflora*), into the site. The invaded, undesirable hardwoods now cover 75% of the project site (trees 50% and shrubs 25%). Trees have an average DBH (diameter at breast height) of 6 inches and height of 20 feet. Shrubs have an average height of 2 feet.

The vegetation management goal is the killing of all target trees and shrubs. This goal can only be completed using hand-held tools (including but not limited to chainsaws, axes, brush cutters and machetes) and appropriate herbicides. No tracked or wheeled equipment is allowed within project site.

No management will take place within the waters of Tranquility Creek, only along both sides. Crossing Tranquility Creek by foot is prohibited; however, use of temporary bridges (artificial or natural) is permitted with advanced approval and inspection by the Project Manager, to ensure the integrity of the creek and associated banks are not detrimentally impacted. Average creek width is 5 feet; maximum width is 20 feet in one location. Creek bed depth is 3 feet, with steeply sloped sides.

The project site is accessible by well-maintained sand roads, to within 100 feet of the project site on both ends. Unmaintained old logging trails to an old loading deck (western side, central, 200 feet from project area) and abandoned food plot (eastern side, south, 50 feet from project area) allow closer access to the project site and disposal areas.

All cut material must be hauled out of the project area by hand and taken to either the old logging deck (2 acres) or food plot (0.5 acres). Tracked heavy equipment can assist with debris disposal outside of the project area, however the Contractor is responsible for remediating excessive equipment-created ground disturbance and blocking equipment-created access “roads” prior to leaving the site.

Treatment Caveats:

1. Cypress, pine, and Atlantic white cedar over 6-inch DBH are excluded from treatment.
2. Pines under 6-inch DBH are to be double girdled.
3. Cypress and Atlantic white cedar under 6-inch DBH, and hardwood trees and shrubs under 10-inch DBH will be felled and cut stump treated.
4. Hardwood trees and shrubs over 10-inch DBH will be treated by either injection or hack & squirt.
5. Shrubs under 5 feet in height are to receive a foliar herbicide treatment.
6. Felled trees cannot fall into or negatively impact the creek's banks.
7. Boundary trees are excluded from treatment.
8. Dead trees are excluded from treatment.
9. This property requires that all herbicide applicators and mixers must be licensed by the Florida Department of Agriculture and Consumer Services (FDACS) both in Natural Areas and Aquatics categories.
10. Treatment must not negatively impact desirable native plant species, either short-term or long-term.
11. Water is not available onsite. Water cannot be taken from Tranquility Creek.
12. The Project Manager will conduct visual inspections of the site throughout the treatment.
13. Piles must remain within the footprint of the loading deck and food plot. Maximum pile dimensions are 50 feet x 50 feet. No height maximum.

Project/Work Schedule

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

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

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HAND CLEARING PROJECT SCENARIO #2

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

Responses submitted for Hand Clearing with Herbicide Option shall include Treatment Plans for both Hand Clearing Project Scenarios #1 and #2.

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

Project Description

Tranquility Creek Wildlife Management Area (TCWMA) is a known location for the imperiled sunshine moth and its host plant, the imperiled bog parsley.

This project involves the restoration, through vegetation management, of 15 ephemeral non-forested wetlands (10 total acres) located throughout TCWMA. Decades of fire suppression has resulted in a severe invasion of hardwoods, including buttonbush (*Cephalanthus occidentalis*), pine, and red maple (*Acer rubrum*), into the sites. See the table below for wetland-specific details.

The vegetation management goal is the killing of all trees and shrubs (all size classes), by cut stump only. This goal can only be achieved using hand-held tools (including but not limited to chainsaws, axes, brush cutters and machetes) and appropriate herbicides. All cut surfaces, other than pine, are to be treated with herbicide. No tracked or wheeled equipment is allowed within either the project sites or off-road.

Treatment can be conducted whether the wetland is dry or inundated.

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

No piling allowed in wetland/project area. All vegetation must be single layer scattered throughout the adjacent uplands.

Treatment Caveats:

1. Boundary trees and shrubs are to be treated.
2. Use of spray equipment is prohibited. Herbicide application by paint, wick, or daub only.
3. This property requires that each crew leader be licensed by the Florida Department of Agriculture and Consumer Services (FDACS) both in Natural Areas and Aquatics categories.
4. Multiple crews, working in different wetlands, are allowed. Each crew must be assigned its own licensed crew leader. Crew leaders must always be on-site.
5. Treatment must not negatively impact desirable native plant species (grasses and herbaceous species), either short-term or long-term.

6. Water is not available onsite. Water cannot be taken from wetlands.
7. The Project Manager will conduct visual inspections of the sites throughout treatment.

Wetland ID	Wetland Acres	Tree		Shrub		Distance From Nearest Road (feet)
		% Cover	Average Height (feet)	% Cover	Average Height (feet)	
1	1.90	40	10	20	2	1,500
2	0.20	0	0	50	2	1,000
3	1.00	25	10	20	2	50
4	0.55	15	5	25	2	100
5	1.56	30	5	25	2	100
6	0.20	0	0	25	2	1,000
7	0.40	10	5	25	2	200
8	0.70	30	7	30	2	500
9	0.10	75	0	25	2	1,000
10	0.39	10	5	25	2	200
11	0.83	45	5	10	2	0
12	1.20	35	8	20	2	600
13	0.08	80	10	20	2	500
14	0.21	65	5	15	2	750
15	0.68	40	10	25	2	0
Total	5.00					

Project/Work Schedule

Due to the presence of the imperiled moth and parsley, as well as a scheduled timber contract, there is approximately a one-month work window for this project (**March**). No extensions. Only work completed during this work window, to the specifications listed above and approved by the Project Manager, will be permitted to be invoiced.

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

ATTACHMENT J

FWC 23/24-114

SCENARIOS FOR HEAVY MECHANICAL WITH HERBICIDE OPTION

HEAVY MECHANICAL SCENARIO #1

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

Responses submitted for Heavy Mechanical with Herbicide Option shall include Treatment Plans for both Heavy Mechanical Project Scenarios #1 and #2.

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

Project Description

Pine Forest Wildlife Management Area (PFWMA) is the largest currently known location for the golden speckled salamander.

This project involves the restoration, through vegetation and organic sediment (i.e. duff) management, of a 1.5-acre forested wetland site. Decades of fire suppression has resulted in a severe invasion of hardwoods, including titi (*Cyrilla racemiflora*) and black gum (*Nyssa* sp.), into the site. The invaded, undesirable hardwoods now cover 75% of the project area. Trees have an average DBH (diameter at breast height) of 8 inches and height of 20 feet. Organic sediment (root mat) depth averages 6 inches throughout the entire wetland.

The vegetation management goal is the use of land clearing equipment to remove all undesirable invasive trees, including stump, roots, trunk and crown. Additionally, all organic root mat material is to be removed down 6 inches or to dense black soil/mineral sediment mix, whichever comes first throughout the entire project site. These two goals can be achieved using heavy equipment (primary) and hand-held tools (secondary, including but not limited to chainsaws, axes, brush cutters and machetes). Heavy equipment used on the project must be highly selective, with low ground pressure. **Mineral sediment disturbance throughout the project site is to be minimized.** All work will take place while the wetland is dry. Wetland may include sensitive areas that are removed from treatment, will be clearly delineated, and should be avoided.

The project site is accessible by a silt/dirt two-track road to within 300 feet. The Project Manager will work with the Contractor to mark an offroad upland access “road”. The uplands surrounding the project area consist of woody shrubs over 5 feet in height, scattered saw palmettos, and minimal bare sand/grass dominated areas. The Contractor is permitted to use a mower to prepare the access route to the project area and to improve equipment access to all sides of the project area. Upland impact is to be limited to necessary access and will be monitored by the Project Manager.

This is a disposal area elsewhere on the project property. All woody debris and organic sediment (root mat and duff) are to be transported to a borrow pit 2 miles south of the project area. Transport will be via dirt and paved roads. There is no staging area for the temporary storage of debris.

Treatment Caveats:

1. Complete removal of all hardwood trees and shrubs including roots, stumps, and associated organic (duff) material.
2. Removal of pine and cypress less than or equal to 6-inch DBH including trunk and crowns after sawing at ground level. Stumps of pine and cypress will not need to be removed. Pine and cypress greater than 6-inch DBH are excluded from treatment.
3. No shaking of vegetation or duff mat within the project area.
4. Hardwood trees with a DBH exceeding 18 inches may be permitted to be felled with a chainsaw prior to removal. This determination will be made by the Project Manager.
5. Hardwood stumps are to be few and approved by the Project Manager in advance. If present, stumps must be cut low to the ground (between 6 inches and 1 foot above ground level).
6. Boundary trees are to be treated if they are not an excluded species.
7. The complete refilling of stump holes is not required; however, the Contractor will be required to complete a light smoothing of the ground to minimize ruts, minimize holes, smooth boundary edges and any other undesirable project-caused features as directed by the Project Manager. Outside fill is not permitted within the wetland.
8. Treatment must not negatively impact desirable native plant species (grasses and herbaceous species), either short-term or long-term, outside of the project area and approved access.
9. The Project Manager will visually inspect the site to determine that the area was completely treated prior to Contractor demobilization.

Project/Work Schedule

Due to the absence of the imperiled salamander in this wetland, the preferred work window for this project is July 1st to January 31st, whenever site conditions are dry. This is the time period when the wetland is typically dry. If the site does not dry out during the preferred work window or if the window is too short to complete treatment, additional work windows may become available if the work area dries outside of the identified work window. Only work completed during an allowable work window, to the specifications listed above and approved by the Project Manager, will be permitted to be invoiced.

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

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HEAVY MECHANICAL SCENARIO #2

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

Responses submitted for Heavy Mechanical with Herbicide Option shall include Treatment Plans for both Heavy Mechanical Project Scenarios #1 and #2.

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

Project Description

Pine Forest Wildlife Management Area (PFWMA) is a known location for the imperiled purple spotted pitcherplant.

This project involves the routine maintenance, through vegetation management, of a 20-acre wet flatwoods site. The hardwoods cover 75% of the area, and range in height from 1 foot to 10 feet.

Use of herbicide is not permitted.

The vegetation management goal is to reduce the height of all woody vegetation (mature pines excluded) to less than 12 inches above natural grade. Low ground pressure (6 psi maximum) heavy equipment is allowed, during dry-soil conditions. Soil disturbance throughout the project area is to be minimal, less than 3-inch penetration into mineral sediment.

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

Treatment Caveats:

1. The Project Manager will visually inspect the site to determine that the area was completely treated prior to Contractor demobilization.
2. The pitcherplant is currently present in four locations within the project areas. Each location is 0.2 acres. Within these sites, hardwoods are to be cut with hand tools (including but not limited to chainsaws, axes and machetes). Do not step on or allow cut woody debris to fall on the pitcherplants.

Project/Work Schedule

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

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

ATTACHMENT K

FWC 23/24-114

EQUIPMENT LIST FOR HAND CLEARING WITH HERBICIDE OPTION

The Respondent shall provide a list of equipment that they have available and indicate if the equipment is owned or rented in the table below. Respondent's answers should be very specific, thorough and appropriate to the scope of the RFP. Include a brief summary of the maintenance plan. The equipment list must include, at a minimum, the items listed in the Scope of Work, Section VII.B.1.

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

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

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

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

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

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

Equipment Category: Heavy Mechanical				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
Equipment Category: Disposal				
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	
		<input type="checkbox"/>	<input type="checkbox"/>	

		<input type="checkbox"/>	<input type="checkbox"/>	

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ATTACHMENT L

FWC 23/24-114

EQUIPMENT LIST FOR HEAVY MECHANICAL WITH HERBICIDE OPTION

The Respondent shall provide a list of equipment that they have available and indicate if the equipment is owned or rented in the table below. Respondent's answers should be very specific, thorough and appropriate to the scope of the RFP. Include a brief summary of the maintenance plan. The equipment list must include, at a minimum, the items listed in the Scope of Work, Section VII.B.2.

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

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

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

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

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

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

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

ATTACHMENT M

FWC 23/24-114

COST SHEET FOR HAND CLEARING WITH HERBICIDE OPTION RESPONDENT SHALL NOT ALTER THE COST SHEET IN ANY WAY

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

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

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

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

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

Loaded Ceiling Price Per Acre¹ for the Initial 5-Year Term: \$ _____

Loaded Ceiling Price Per Acre¹ for Renewal Year 1: \$ _____

Loaded Ceiling Price Per Acre¹ for Renewal Year 2: \$ _____

Loaded Ceiling Price Per Acre¹ for Renewal Year 3: \$ _____

Total Price for Initial Term + All Renewal Years: \$ _____
(For Cost Evaluation Purposes)

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

Contractor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

Fax: _____

City/State/Zip: _____

Telephone: _____

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ATTACHMENT N

FWC 23/24-114

COST SHEET FOR HEAVY MECHANICAL WITH HERBICIDE OPTION

RESPONDENT SHALL NOT ALTER THE COST SHEET IN ANY WAY

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

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

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

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

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

Loaded Ceiling Price Per Acre¹ for the Initial 5-Year Term: \$ _____

Loaded Ceiling Price Per Acre¹ for Renewal Year 1: \$ _____

Loaded Ceiling Price Per Acre¹ for Renewal Year 2: \$ _____

Loaded Ceiling Price Per Acre¹ for Renewal Year 3: \$ _____

Total Price for Initial Term + All Renewal Years: \$ _____
(For Cost Evaluation Purposes)

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

Contractor: _____

Address: _____

Signed: _____

Print Name: _____

Title: _____

Fax: _____

City/State/Zip: _____

Telephone: _____

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ATTACHMENT O

FWC 23/24-114

HAND CLEARING WITH HERBICIDE-OPTION EVALUATION CRITERIA SCORING

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

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

Evaluator Name: _____ Respondent Name: _____

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
1	Experience	0-30	
	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the needs expressed in the RFP Scope of Work? a. General Vegetation Management, b. Wetland Vegetation Management, c. Conservation Land/Public Water Body, d. Herbicide Use (if applicable) e. Herbicide Application Types (if applicable), and f. Heavy Equipment Application (if applicable) g. Invasive Species Management,		
2a	Technical Response: Table	0-20	
	How well does the Respondent's statement exemplify their expertise regarding the question presented address how it will accomplish the tasks described in the RFP Scope of Work? a. Ephemeral Wetland Vegetation and Associated Organic Sediment Management Expertise, i. Plant Identification, ii. State Herbicide Application License, iii. Herbicide Application Use iv. Wetland and/or Florida Public Conservation Land Vegetation Management and Associated Organic Sediment Experience, v. Ecology of Vegetation and Organic Sediment Management, vi. Resource Management Methods, vii. Imperiled Plant Management, and viii. Working on Federal Lands		

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

HAND CLEARING WITH HERBICIDE-OPTION EVALUATION CRITERIA: PURCHASING

Procurement Manager's Name: _____

Respondent Name: _____

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

Final Score	0-100	
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ATTACHMENT P

FWC 23/24-114

HEAVY MECHANICAL WITH HERBICIDE OPTION - EVALUATION CRITERIA SCORING

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

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

Evaluator Name: _____ Respondent Name: _____

Evaluation Criteria #	Evaluation Item	Point Value	Points Awarded
1	Experience	0-30	
	How well does the Respondent's prior experience in Vegetation Management demonstrate a direct relation to the needs expressed in the RFP Scope of Work? a. General Vegetation Management, b. Wetland Vegetation Management, c. Conservation Land/Public Water Body/Wetland, d. Herbicide Use e. Herbicide Application Types, f. Organic Sediment Removal, g. Heavy Equipment Application, and h. Invasive Species Management,		
2a	Technical Response: Table	0-20	
	How well does the Respondent's statement exemplify their expertise regarding the question presented address how it will accomplish the tasks described in the RFP Scope of Work? a. Ephemeral Wetland Vegetation and Associated Organic Sediment Management Expertise, i. Heavy Equipment Operation, ii. Wetland and/or Florida Public Conservation Land Vegetation Management and Associated Organic Sediment Experience, iii. Resource Management Methods, iv. Imperiled Plant & Wildlife Management v. Working on Federal Lands vi. State Herbicide Application License, and vii. Herbicide Application Use,		

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

HEAVY MECHANICAL WITH HERBICIDE OPTION EVALUATION CRITERIA: PURCHASING

Procurement Manager's Name: _____

Respondent Name: _____

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

Final Score	0-100	
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ATTACHMENT Q

FWC 23/24-114

FEDERAL CERTIFICATION REGARDING LOBBYING

APPENDIX A, 44 C.F.R. PART 18

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT R

FWC 23/24-114

EXECUTIVE ORDER 20-44 ATTESTATION FORM

This form must be returned annually to FWC by April 1 to satisfy the requirements under the Governor's Executive Order Number 20-44, published February 20, 2020. Your attestation is needed for the following information:

Legal Name of Organization: _____

Unique Entity ID: _____

Service Location for Organization: City: _____ County: _____

State: _____

Type of Organization: ☐ Non-Profit ☐ For-Profit ☐ Educational Institution ☐ Local Municipality ☐ Other

1. If your organization is required to file an IRS Form 990 under Internal Revenue Codes, does the organization currently receive 50% or more of its budget annually from the State of Florida or from a combination of State and Federal funds? ☐ Yes ☐ No

2. If the answer to Question 1 is Yes or if your organization is required to file an IRS Form 990 under Internal Revenue Codes and is named in statute with which the agency must form a sole-source, or public-private partnership Agreement, please submit the following to the Contract Manager.

a) A copy of the most recent IRS Form 990.

b) Documentation showing total compensation—to include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout—for all members of the Contractor's executive leadership team for the past tax year.

c) Total organization compensation from the past tax year: \$ _____

State: \$ _____ Federal: \$ _____ Other: \$ _____

d) Total number of members: _____

2) The Contractor shall provide this information on an annual basis to the Contract Manager, along with the requirement to inform the Contract Manager of any changes in total executive compensation between the annual reports.

Attestation Statement: As an "Authorized Representative" of the Respondent, I duly attest to the best of my knowledge that all information provided in this questionnaire is accurate and true as presented. I also understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may be subject to civil penalties, attorney's fees, and/or costs.

Contractor/Authorized Representative Signature

Date

Printed Name

Title